

City of Santa Paula

City Council

MAYOR PEDRO A. CHAVEZ
VICE MAYOR CARLOS JUAREZ
COUNCILMEMBER JENNY CROSSWHITE
COUNCILMEMBER LESLIE CORNEJO
COUNCILMEMBER GABRIELA ORNELAS



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, MARCH 19, 2025

6:30 PM - City Council Regular Meeting

SANTA PAULA CITY HALL
970 VENTURA STREET
SANTA PAULA, CA 93060

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
MONICA CASTILLO, CITY ATTORNEY

CITY COUNCIL REGULAR MEETING

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula. Special and Closed Sessions vary by date and time.

HOW TO PARTICIPATE IN PERSON DURING THE MEETING: If you wish to speak at a City Council meeting, please fill out a **Public Comment Form** noting your name and address and submit the form to the City Clerk. Include the Agenda item number, when appropriate. **Public comments are limited to 3 minutes.**

1. **Items Not on the Agenda:** If you wish to discuss an item which is not scheduled on the Agenda, you may address the City Council during *Public Comment*. Please realize that due to the limitations placed on the City Council by provisions of the *California Government Code*, the City Council ordinarily cannot take action on any item that is not on the agenda. Because of these restrictions, expect that matters that you identify during public comment may be referred to staff or considered on a future agenda.
2. **Agenda Items:** Items being considered by the City Council may appear on the Consent Calendar, as an Action Item, or as a Public Hearing. Public comments on each type of item are handled differently, as explained below:
 - a. For items appearing on the Consent Calendar, please submit a Public Comment Form before the Council takes action on the Consent Calendar. Items that receive a Public Comment Form may be pulled from the Consent Calendar by the Mayor and discussed separately by the City Council.
 - b. For items appearing as an Action Item, the Mayor will announce the Agenda item and request the staff report, the staff member responsible will give a brief summary of the report; the City Council will have an opportunity to ask questions of staff; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); and the City Council will discuss the item and then take appropriate action.
 - c. For items on which a Public Hearing is scheduled, the Mayor will open the public hearing and receive the staff report; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); the City Council will discuss the item; and the Mayor will close the public hearing after City Council action.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by 3:00 p.m. (PT) on the meeting date will be provided to the legislative body before the meeting. Public Comments received after 3:00 p.m. will be provided to the legislative body the next day.

Your Participation in this meeting is in the public domain; meetings are cablecast; minutes of this meeting will reflect your participation in this meeting and are posted on the city's website.

PLEASE NOTE: *Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting. Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.*

*In compliance with the **Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk at (805) 933-4208. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35, 102-35.104 ADA Title II). Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.*

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE: Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: <https://www.spcity.org/523/Public-Meeting-Agendas>

NOTE: Special and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

REMINDER: in order to minimize distractions during public meetings, all personal communication devices should be turned off or put in a non-audible mode.

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. CLOSED SESSION REPORT FOR MARCH 17, 2025 SPECIAL MEETING

6. PUBLIC COMMENT

At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct the City Manager to report to the City Council on the item at a later meeting. For items appearing on the Agenda, the public will be invited to make comments at the time the item comes up for City Council consideration. If a member of the public wishes to address a Consent Calendar item, please submit a Public Comment Form for that item. It may then be discussed separately by the Council, and the public will be invited to make comments at that time. At all times, please use the microphone and write your name and address on the Public Comment Form provided.

7. PRESENTATIONS

7.A CESAR CHAVEZ DAY PROCLAMATION

7.B WOMEN'S HISTORY MONTH PROCLAMATION

7.C ARBOR DAY PROCLAMATION

8. **CITY COUNCIL REPORTS**

9. **CITY MANAGER REPORTS**

10. **CONSENT CALENDAR**

Background information has been provided to the City Council on all matters listed under the Consent Calendar and these items are considered to be routine by the City Council and are normally approved by one motion. If discussion is requested by a Councilmember on any item, or a member of the public wishes to comment on an item, that item may be removed from the Consent Calendar for separate action.

10.A **APPROVAL OF MINUTES**

- **City Council Special Meeting February 19, 2025**
- **City Council Regular Meeting February 19, 2025**

RECOMMENDATION:

Staff recommends Council approve minutes.

10.B **FEBRUARY 2025 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for February 2025, starting check number 339846 and ending check number 340101.
2. Review and accept the "Certification of Salaries" for the pay period ending dates February 7th, 2025, through February 21st, 2025.

10.C **SECOND READING AND ADOPTION OF ORDINANCE NO. 1342 AMENDING CHAPTER 16.79 "REGULATION OF CANNABIS ACTIVITIES" OF THE SANTA PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186**

RECOMMENDATION:

Staff recommends that the City Council conduct the second reading of and adopt Ordinance No. 1342 amending Chapter 16.79 'Regulation of Cannabis Activities' of the Santa Paula Municipal Code and other affected code sections to align with Senate Bill (SB) 1186.

10.D **PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN ENGINEERING FOR LABOR COMPLIANCE MONITORING AND ENFORCEMENT SERVICES COMMERCIAL FACADE IMPROVEMENT GRANT PROGRAM**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a two-year Professional Services

Agreement with Willdan Engineering to provide labor compliance services for a not-to-exceed amount of \$9,234.

2. Authorize Willdan-requested revisions to the agreement with approval of the City Attorney provided they do not increase the not-to-exceed amount.

10.E **RESOLUTION NO. 7561 ESTABLISHING THE MEASURE R OVERSIGHT COMMITTEE & ADOPTING OPERATING GUIDELINES**
RECOMMENDATION:

It is recommended City Council:

1. Adopt Resolution No. 7561 to establish the Measure R Oversight Committee and adopt Operating Guidelines; and
2. Take such additional, related action that may be desirable.

Prepared by: Jonathan Royas, Deputy City Manager

11. PUBLIC HEARING

- Verification of posting notice by City Clerk
- Declaration of conflicts (if any)
- Declaration of ex parte contacts (if any)
- Open public hearing
- Staff presentation
- Public comments
- Close public hearing
- Discussion and action

11.A **INTRODUCTION OF ORDINANCE NO. 1343 AMENDING CHAPTERS 160 (DEVELOPMENT IMPACT FEES), 16.01 (ENACTMENT AND APPLICABILITY), 16.03 (ADMINISTRATION AND ENFORCEMENT), AND 16.05 (DEFINITIONS) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW, IDENTIFY AND CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**
RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing.
2. Waive first reading, read by title only, and introduce Ordinance No. 1343, entitled "An Ordinance amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) of the Santa Paula Municipal Code in order to reflect recent changes in State Law, identify and correct inconsistencies, outdated language and formatting, and finding the Ordinance exempt from the California Environmental Quality Act."

Presented by: Monica Castillo, City Attorney

12. ACTION ITEMS

12.A 2025 CRUISE NIGHT REQUEST FOR FEE WAIVER

RECOMMENDATION:

Staff recommends City Council:

1. Waive and sponsor up to 50% of the entire event costs, not to exceed \$22,000, for City services for the 2025 Cruise Night season.

Presented by: Jonathan Royas, Deputy City Manager

12.B STREET AND INFRASTRUCTURE IMPROVEMENTS AND COSTS

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Receive CIP and PMP information and recommendations and provide guidance to staff to address priority projects based on estimated costs.
- 2) Direct staff to return to Council in April to discuss funding and financing options based on Council's support for these improvements.

Presented by: Dale Goodman, Public Works Director, and Bob Woodward, City Engineer

12.C 2023-2025 CITY COUNCIL STRATEGIC PLAN PROGRESS REPORT

RECOMMENDATION:

Staff recommends City Council:

1. Receive a presentation and file a progress report on the Council's Strategic Plan; and
2. Direct staff to take additional or related action that may be desirable.

Presented by: Jonathan Royas, Deputy City Manager

13. ITEMS FOR FUTURE AGENDAS

13.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council review future agenda items.

14. CLOSED SESSION

14.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION -

Pursuant to government Code § 54956.9(d)(1) - Fred and Elaine Malzacher - Revocable Trust v. The City of Santa Paula; Ventura County Superior Court Case No. 56-2021-00552735-CU-TT-VTA

15. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

I declare under penalty of perjury that I posted this City Council Agenda on the bulletin board near the front door of City Hall, 970 Ventura Street, Santa Paula, California.

On _____, at _____ Signed: _____

Julie Latshaw

City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES

- City Council Special Meeting February 19, 2025
- City Council Regular Meeting February 19, 2025

Date: March 19, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

An account of all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meeting proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available. Unless requested by a majority of the quorum, the minutes may be approved without reading.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, the Minutes shall constitute the official record of the Legislative Body.

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

[2025.02.19 City Council Special Minutes.pdf](#)

[2025.02.19 City Council Regular Minutes.pdf](#)



**CITY OF SANTA PAULA
City Council Special Meeting
February 19, 2025, 6:00 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 6:00 p.m.

2) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, and Gabriela Ornelas

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION -
Significant exposure to litigation pursuant to Government Code
§54956.9(d)(2) and (e)(1): 1 potential case

Council recessed to closed session.

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken.

6) ADJOURNMENT

Mayor Chavez adjourned the meeting at 6:30 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
February 19, 2025, 6:45 PM
MINUTES**

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 6:38 p.m.

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Vice Mayor Juarez led the flag salute.

4) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, and Gabriela Ornelas

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken on the following closed session item:

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) and (e)(1): 1 potential case

6) PUBLIC COMMENT

Richard Abbott was called to speak asking Council to ban rodent glue traps due to cruelty and would like to know why this has not been done yet. City Attorney Monica Castillo explained that Council cannot discuss items that are not listed on the agenda.

Mike Caulfiek was called to speak regarding the landscaping and parking lots condition at the Post Office and Vons parking lot.

Constance Leshin was called to speak regarding the deportation of immigrants.

Vanessa Acosta was called to speak regarding deportation of immigrants, asking the City of Santa Paula to become a sanctuary city for undocumented people.

7) PRESENTATIONS

7.A) COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT REPORT

This item was moved to follow Action items.

Community and Economic Development Director James Mason provided the Community and Economic Department Report.

8) CITY COUNCIL REPORTS

Councilmember Crosswhite:

Attended the Southern California Association of Government meeting; the Clean Power Alliance; the Ventura County Transportation Commission meeting; and the Economic Development Committee meeting.

Councilmember Ornelas:

Announced there is nothing to report.

Councilmember Cornejo:

Attended the Ventura Regional Sanitation District meeting; the Boys & Girls Club auction; the Property Business Improvement District meeting; the Blue Ribbon Committee meeting; met with Cause regarding Measure R; and the Ventura County Air Pollution Control District Advisory Committee.

Vice Mayor Juarez:

Attended the Senior Advisory Committee meeting; the Boys & Girls Club auction; the Finance Committee meeting, met with Cause regarding Measure R; and the Blue Ribbon Committee meeting; and met Rondi Guthrie with Athen

Mayor Chavez:

Announced leaving routine activities for his written report; was appointed to the appointed to the County Board of Supervisors Air Pollution Control Board and renewed for the Association of Water Agencies.

9) CITY MANAGER REPORTS

This item was moved to follow Action items.

City Manager Singer:

Attended the Newly Elected Leadership Academy; the City Managers Conference; announced appointment to the League of Cities Public Safety Policy Committee; attended the annual employee recognition breakfast; and provided an update on relationship with SPARC, announcing the city animal control officer is still handling the picking up of stray animals and other animal concerns.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

City Council Regular Meeting February 5, 2025

10.B) JANUARY 2025 WARRANTS AND CERTIFICATIONS

10.C) SECOND READING AND ADOPTION OF ORDINANCE NO. 1341
DESIGNATING THE TOWER THEATER AT 982 E. MAIN STREET AS A
CITY HISTORIC LANDMARK

Daniel Paul was called to speak thanking the city for being supportive on this project.

Jose Abmillo was called to speak in support of restoring the Tower Theater.

10.D) PLANS AND SPECIFICATIONS FOR THE WATER RECYCLING
FACILITY PHASE 1 BLOWER REPLACEMENT PROJECT

Motion: Approve Consent Calendar Items 10.A through 10.D.
Moved by Carlos Juarez, seconded by Leslie Cornejo

Vote: Motion carried 5-0

Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo,
Gabriela Ornelas

11) PUBLIC HEARING

11.A) INTRODUCTION OF ORDINANCE NO. 1342 AMENDING CHAPTER
16.79 "REGULATION OF CANNABIS ACTIVITIES" OF THE SANTA
PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE
SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186

Mayor Chavez opened the public hearing.

Tom Tarantino, Planning & Economic Development Manager presented
a presentation on Cannabis Activities.

Council discussed amending for allowance of delivery into the city from
a different city, and reintroduce at the next meeting.

Mary Bagtuzion was called to speak with concerns of safety even
though it is mandated by the state.

Brittany Botts-Volaski was called to speak in support of cannabis
activities.

With no further public comments, Mayor Chavez closed the public
hearing.

Motion: Amend Chapter 16.79 "Regulation of Cannabis Activities" of the
Santa Paula Municipal Code to be in compliance with Senate Bill (SB)
1186, and bring back at a future meeting for reintroduction with
amendments.

Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion carried 5-0

Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

12) ACTION ITEMS

12.A) DISCUSSION REGARDING THE CREATION OF A MEASURE R SALES TAX OVERSIGHT COMMITTEE

Jonathan Royas, Deputy City Manager, provided a presentation regarding the creation of a Measure R Sales Tax Oversight Committee.

Brittany Botts-Volaski was called to speak supporting a separate Measure R Committee.

Cytlalli Salgado was called to speak in support of a Measure R Committee.

Nidia Bello was called to speak in support of a Measure R Committee.

Fabiola Gomez was called to speak in support of Measure R Committee.

Ricardo Soto was called to speak in support of a Measure R Committee.

Amalia Ochoa was called to speak in support of Measure R Committee.

Zuleth Lucero was called to speak in support of Measure R Committee.

Council provided staff with direction and to return with amended resolution and guideline.

12.B) MID-YEAR FISCAL REPORT 24/25

Finance Director Christy Ramirez provided a presentation on the Mid-Year Fiscal Report 24/25.

There was condenses by Council to bring back after incorporated into the budget process, phase 2 of the Police Office project.

Motion: Approve budget recommendations as noted in the fiscal impact section.

Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 5-0

Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

Discussed agenda request by Mayor Chavez for an establishment of a Public Safety Committee.

Councilmember Cornejo objected the request to place this on a future agenda.

Mayor Chavez motioned, second by Councilmember Ornelas, to approve placing on a future agenda, the possibility of creating an establishment of a Public Safety Committee.

After discussion, Councilmember Cornejo withdrew her objection.

Mayor Chavez withdrew his motion to make a new motion.

Mayor Chavez motioned to approve placing on a future agenda, discussion of public safety needs, including the potential for a public safety committee. All Councilmembers were in consciences.

14) ADJOURNMENT

Mayor Chavez adjourned the meeting at 10:21 p.m.

ATTEST:

Julie Latshaw, City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: FEBRUARY 2025 WARRANTS AND CERTIFICATIONS

Date: March 19, 2025

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for February 2025, starting check number 339846 and ending check number 340101.
2. Review and accept the "Certification of Salaries" for the pay period ending dates February 7th, 2025, through February 21st, 2025.

BACKGROUND:

This staff report certifies the separation of duties between the Preparer (Accounting and Payroll Specialist) and the Reviewer (Finance Director and Assistant Finance Director).

Presented in the attached documents:

- a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.
- b) EXPENSE REPORTS showing the amount and funds accounts payable came from.

The "Check Report" depicts the following columns:

- c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').
- d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.
- e) Bank Code Summary by payment type.
- f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates February 7th, 2025, through February 21st, 2025.

ANALYSIS:

See the attachment to this staff report for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:

1. Decline to receive and file February 2025 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

[February 2025 AP and PY Certifications.pdf](#)

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

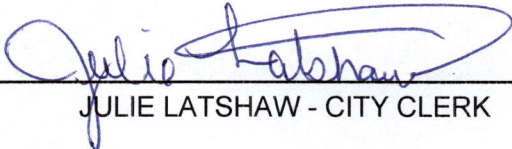
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ENDING CHK #: 148751

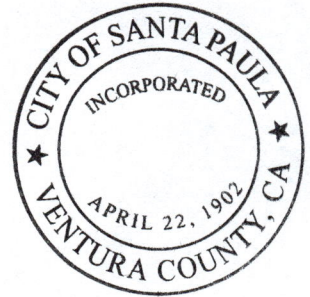
PAYROLL ENDING: 02/07/25
PAY DATE: 02/14/25

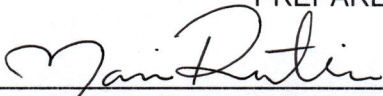
100	GENERAL FUND	387,212.77
104	GENERAL FUND-MEASURE T	82,221.99
206	STORMWATER PROGRAM	3,586.00
280	STATE GAS TAX FUND	20,071.85
405	AAA-AREA AGCY ON AG	1,560.69
504	HARVEST CFD EA1	542.72
610	SEWER ENTERPRISE FUND	11,767.97
620	WATER ENTERPRISE FUND	69,678.59
702	EQUIP. MAINT. FUND	12,495.34

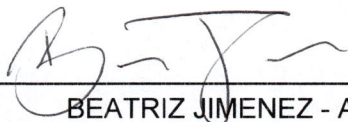
\$ 589,137.92

CERTIFICATION
ALLOWED BY THE CITY COUNCIL


JULIE LATSHAW - CITY CLERK 3/10/25 DATED



PREPARED BY:

MARIA RENTERIA - PAYROLL SPECIALIST 3/10/25 DATED


BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 3/10/25 DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,415.40	387,212.77
104-GENERAL FUND-MEASURE T	1,360.47	82,221.99
206-STORMWATER PROGRAM	63.75	3,586.00
280-STATE GAS TAX	483.55	20,071.85
405-AAA (AREA AGCY ON AGING)	58.20	1,560.69
504-HARVEST CFD EA1	23.50	542.72
610-SEWER	230.00	11,767.97
620-WATER	1,443.53	69,678.59
702-EQUIPMENT MAINTENANCE	247.00	12,495.34
Grand Total:	10,325.40	589,137.92

CERTIFICATION OF SALARIES

BEG. CHK #: 148752
ENDING CHK #: 148766

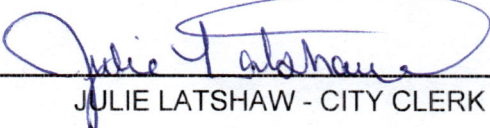
PAYROLL ENDING: 02/21/25
PAY DATE: 02/28/25

100	GENERAL FUND	351,993.00
104	GENERAL FUND-MEASURE T	72,074.53
206	STORMWATER PROGRAM	3,667.87
280	STATE GAS TAX FUND	21,418.41
405	AAA-AREA AGCY ON AG	1,742.93
610	SEWER ENTERPRISE FUND	12,951.75
620	WATER ENTERPRISE FUND	69,955.75
702	EQUIP. MAINT. FUND	12,634.36

\$

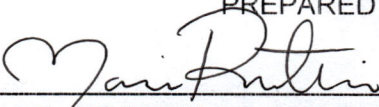
546,438.60

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

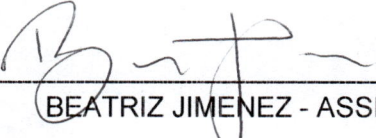


JULIE LATSHAW - CITY CLERK 3/10/2025 DATED



PREPARED BY:


MARIA RENTERIA - PAYROLL SPECIALIST 3/10/25 DATED



BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 3/10/25 DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,762.94	351,993.00
104-GENERAL FUND-MEASURE T	1,513.22	72,074.53
206-STORMWATER PROGRAM	61.00	3,667.87
280-STATE GAS TAX	497.50	21,418.41
405-AAA (AREA AGCY ON AGING)	67.15	1,742.93
610-SEWER	228.20	12,951.75
620-WATER	1,434.89	69,955.75
702-EQUIPMENT MAINTENANCE	249.00	12,634.36
Grand Total:	10,813.90	546,438.60

EXHIBIT B:
CERTIFICATION OF ACCOUNTS
PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	339846	THRU:	339851	DATED:	February 5, 2025
CHECK NO.:	339855	THRU:	339868	DATED:	February 6, 2025
CHECK NO.:	339969	THRU:	339969	DATED:	February 10, 2025
CHECK NO.:	339970	THRU:	339975	DATED:	February 13, 2025
CHECK NO.:	339976	THRU:	340095	DATED:	February 20, 2025
CHECK NO.:	340096	THRU:	340101	DATED:	February 28, 2025

DRAFT:	992373	THRU:	992376	DATED:	February 5, 2025
DRAFT:	992383	THRU:	992383	DATED:	February 5, 2025
DRAFT:	992384	THRU:	992384	DATED:	February 12, 2025
DRAFT:	992385	THRU:	992388	DATED:	February 19, 2025
DRAFT:	992389	THRU:	992389	DATED:	February 10, 2025
DRAFT:	992390	THRU:	992390	DATED:	February 20, 2025
DRAFT:	992391	THRU:	992393	DATED:	February 26, 2025
DRAFT:	992394	THRU:	992394	DATED:	February 20, 2025
DRAFT:	992395	THRU:	992395	DATED:	February 26, 2025
DRAFT:		THRU:		DATED:	

VOIDED CHECK NO.:	339924	THRU:	339924	DATED:	February 6, 2025
VOIDED CHECK NO.:	340001	THRU:	340001	DATED:	February 20, 2025
VOIDED CHECK NO.:	339619	THRU:	339619	DATED:	February 5, 2025

COUNCIL MEETING DATE: February 19, 2025

AMOUNT OF CERTIFICATION: \$ 3,350,684.55

<u>DISTRIBUTION BY FUND</u>	
100 GENERAL FUND	\$506,505.04
104 PROF/CONTR SVCS-OTHER	\$83,464.42
115 RECREATION PROGRAM	\$7,231.16
205 NPDES STORMWATER QUALITY	\$768.50
206 STORMWATER PROGRAM	\$7,273.92
207 UNION OIL BUILDING ENDOWMENT	\$292.50
229 SVCS-DESIGN/STUDY	\$15,938.75
280 STATE GAS TAX	\$60,495.36
281 LOCAL TRANSPORTATION TAX/LTF/TDA	\$43,201.00
282 LOCAL TRANSPORTATION-ART 3	\$5,455.45
283 PROPOSITION 1B	\$885.00
311 SLESF-COPS (AB1913)	\$525.54
405 AAA (AREA AGENCY ON AGING	\$2,583.84
412 AMERICAN RESCUE PLAN	\$136,333.75
500 HILLSBOROUGH OPEN SPACE MAINT	\$455.00
503 GHAD-GEO HAZ ABATEMENT	\$981.50
504 HARVEST CFD EA1	\$847,049.27
505 PBID	\$810.00
610 SEWER ENTERPRISE	\$810,565.67
620 WATER ENTERPRISE	\$691,961.79
702 EQUIPMENT MAINTENANCE FUND	\$33,968.82
800 CASH DEPOSIT TRUST FUND	\$83,781.80
803 HARDING PARK TRUST	\$10,517.46
TOTAL FUND DISTRIBUTION	\$3,351,045.54

PREPARED BY: Anairy Gonzalez
 ANAIRY GONZALEZ
 ACCOUNTING SPECIALIST

REVIEWED BY: Beatriz Jimenez
 BEATRIZ JIMENEZ
 ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: March 10, 2025

EXCEPT: _____

CITY CLERK: Julie Latshaw
 JULIE LATSHAW, CITY CLERK

Variance of \$360.99 due to voided check.



Fund Summary

Fund	Payment Amount
100 - GENERAL	506,505.04
104 - GENERAL FUND-MEASURE T	83,464.42
115 - GENERAL RECREATION PRO	7,231.16
205 - NPDES STORMWATER QUALITY	768.50
206 - STORMWATER PROGRAM	7,273.92
207 - UNION OIL BULDING ENDOWMENT - OPERATING FU	292.50
229 - TRAFFIC IMPACT FEE	15,938.75
280 - STATE GAS TAX	60,495.36
281 - LOCAL TRANSPORTATION TDA	43,201.00
282 - LOCAL TRANS TDA ART 3	5,455.45
283 - ROAD MAINT & REHAB SB1	885.00
311 - SLESF- COPS (AB1913)	525.54
405 - AAA (AREA AGCY ON AGING)	2,583.84
412 - AMERICAN RESCUE PLAN	136,333.75
500 - HILLSBOROUGH OPEN SPACE	455.00
503 - GHAD-GEO HAZ ABATE DIST	981.50
504 - HARVEST CFD EA1	847,049.27
505 - PROPERTY BUSINESS IMPROVEMENT DISTRICT	810.00
610 - SEWER	810,565.67
620 - WATER	691,961.79
702 - EQUIPMENT MAINTENANCE	33,968.82
800 - MISC DEPOSITS	83,781.80
803 - HARDING PARK TRUST	10,517.46
Grand Total:	3,351,045.54



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
010767	AIRGAS USA, LLC	02/06/2025	Regular	0.00	118.86	339855
010378	ALBERTSON'S/SAFEWAY	02/06/2025	Regular	0.00	1,343.26	339856
015448	ALL CITY MANAGEMENT SERVICES, INC.	02/06/2025	Regular	0.00	8,285.32	339857
011395	ALLDATA	02/06/2025	Regular	0.00	1,500.00	339858
016593	ALMANZA, STEVEN	02/06/2025	Regular	0.00	1,987.43	339859
015498	AMAZON CAPITAL SERVICES	02/06/2025	Regular	0.00	641.83	339860
010710	AMERICAN LEGAL PUBLISHING CORP	02/06/2025	Regular	0.00	550.00	339861
011297	ASSOCIATION OF WATER AGENCIES OF VENTURI	02/06/2025	Regular	0.00	3,025.00	339862
011368	ASWELL TROPHY	02/06/2025	Regular	0.00	80.30	339863
011738	AT&T CALNET 3	02/06/2025	Regular	0.00	516.71	339864
012677	AUTOZONE	02/06/2025	Regular	0.00	113.65	339865
015318	BADGER METER	02/06/2025	Regular	0.00	147,711.74	339866
016546	BARK AND BRANCH LANDSCAPING	02/06/2025	Regular	0.00	3,360.00	339867
011034	BENRICH SUPPLY COMPANY LLC	02/06/2025	Regular	0.00	1,965.29	339868
014680	BEST BEST & KRIEGER LLP	02/06/2025	Regular	0.00	18,516.62	339869
011211	BNY MELLON	02/06/2025	Regular	0.00	1,500.00	339870
014870	BOYD & ASSOCIATES	02/06/2025	Regular	0.00	135.00	339871
012106	BROADCAST MUSIC, INC.	02/06/2025	Regular	0.00	452.74	339872
016019	BULLOCK, STEVEN WAYNE	02/06/2025	Regular	0.00	1,690.00	339873
015398	BUNNIN CHEVROLET OF SANTA PAULA	02/06/2025	Regular	0.00	65.85	339874
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA	02/06/2025	Regular	0.00	517.90	339875
012679	CAL-STATE AUTO PARTS	02/06/2025	Regular	0.00	137.04	339876
015999	CHARTER COMMUNICATIONS HOLDING, LLC	02/06/2025	Regular	0.00	2,326.15	339877
015480	CNL FOOD PROS LLC	02/06/2025	Regular	0.00	517.65	339878
010418	CORELOGIC SOLUTIONS, LLC	02/06/2025	Regular	0.00	140.00	339879
015678	CORNEJO, LESLIE	02/06/2025	Regular	0.00	146.31	339880
011149	COSTCO WHOLESALE	02/06/2025	Regular	0.00	612.32	339881
010932	COUNTY OF VENTURA IT SERVICES	02/06/2025	Regular	0.00	1,958.02	339882
011164	CRANE PRINTING	02/06/2025	Regular	0.00	1,567.46	339883
013692	CROSSWHITE, JENNY	02/06/2025	Regular	0.00	146.31	339884
011210	DEPARTMENT OF JUSTICE	02/06/2025	Regular	0.00	96.00	339885
013724	DIRECT TV	02/06/2025	Regular	0.00	115.24	339886
013975	DODOS DESIGN - GARCIA, DAVID	02/06/2025	Regular	0.00	14,134.94	339887
015727	DURAN EQ CONSTRUCTION INC.	02/06/2025	Regular	0.00	2,000.00	339888
016156	EFUEL LLC	02/06/2025	Regular	0.00	6,836.06	339889
016020	EXTREME CANOPY	02/06/2025	Regular	0.00	3,585.24	339890
010395	FAMCON PIPE & SUPPLY, INC.	02/06/2025	Regular	0.00	7,111.15	339891
014291	FEDEX	02/06/2025	Regular	0.00	59.33	339892
014348	FERRIS, SABRINA ZAN	02/06/2025	Regular	0.00	309.40	339893
010440	FGL ENVIRONMENTAL, INC	02/06/2025	Regular	0.00	4,317.00	339894
015835	FLORES, ELIXEO	02/06/2025	Regular	0.00	78.00	339895
012437	FMP UNIFORM CO.	02/06/2025	Regular	0.00	404.06	339896
016526	FORMS & SURFACES, INC.	02/06/2025	Regular	0.00	131,141.63	339897
016407	FOSTER & FOSTER CONSULTING ACTUARIES, IN	02/06/2025	Regular	0.00	7,700.00	339898
010432	FRANK'S PAINT & HARDWARE	02/06/2025	Regular	0.00	1,651.70	339899
014061	FRONTIER COMMUNICATIONS	02/06/2025	Regular	0.00	814.17	339900
010441	FRUIT GROWERS SUPPLY CO	02/06/2025	Regular	0.00	37.02	339901
010481	GRAINGER	02/06/2025	Regular	0.00	378.90	339902
012800	GRANITE CONSTRUCTION COMPANY	02/06/2025	Regular	0.00	512.23	339903
015765	GRAPHIX, LLC.	02/06/2025	Regular	0.00	866.00	339904
015747	HACH COMPANY	02/06/2025	Regular	0.00	1,259.60	339905
014427	HARRINGTON INDUSTRIAL PLASTICS	02/06/2025	Regular	0.00	4,673.91	339906
010527	HDL COREN & CONE	02/06/2025	Regular	0.00	3,200.00	339907
010537	HOUSE SANITARY SUPPLY	02/06/2025	Regular	0.00	5,821.40	339908

Check Report

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
014988	INFRASCALE INC.	02/06/2025	Regular	0.00	1,590.91	339909
014719	INTERWEST CONSULTING GROUP	02/06/2025	Regular	0.00	4,042.50	339910
015967	J. ARTHUR GUTIERREZ	02/06/2025	Regular	0.00	2,057.50	339911
016635	JDM PLUMBING SPECIALIST, INC	02/06/2025	Regular	0.00	57.60	339912
012750	JORDANO'S INC. AND SUBSIDIARIES	02/06/2025	Regular	0.00	559.75	339913
015923	LATSHAW, JULIE	02/06/2025	Regular	0.00	139.21	339914
016623	LEXIPOL, LLC	02/06/2025	Regular	0.00	6,474.66	339915
010050	LOPREST WATER TREATMENT CO	02/06/2025	Regular	0.00	7,680.00	339916
010061	LOWE'S	02/06/2025	Regular	0.00	2,331.20	339917
015386	M & B SERVICES, INC.	02/06/2025	Regular	0.00	14,339.00	339918
015633	M6 CONSULTING, INC.	02/06/2025	Regular	0.00	30,710.00	339919
016161	MANN, ROBBIE	02/06/2025	Regular	0.00	37.00	339920
015442	MARIPOSA LANDSCAPES, INC.	02/06/2025	Regular	0.00	3,500.00	339921
010129	MASAHISA, OTAGIRI	02/06/2025	Regular	0.00	248.98	339922
014436	MINER'S ACE HARDWARE	02/06/2025	Regular	0.00	1,631.31	339923
	Void	02/06/2025	Regular	0.00	0.00	339924
016633	MIRAMONTEZ, JACOB	02/06/2025	Regular	0.00	407.00	339925
016052	NATURAL GREEN LANDSCAPE, INC.	02/06/2025	Regular	0.00	10,750.00	339926
010241	OILFIELD ELECTRIC & MOTOR	02/06/2025	Regular	0.00	40,503.75	339927
012691	O'REILLY AUTOMOTIVE STORES, INC.	02/06/2025	Regular	0.00	969.86	339928
015443	PASSPORT LABS, INC.	02/06/2025	Regular	0.00	1,113.11	339929
015335	PAVEMENT COATING CO.	02/06/2025	Regular	0.00	228.76	339930
016305	PEREZ, JOSE LUIS	02/06/2025	Regular	0.00	198.00	339931
014663	PHOENIX CIVIL ENGINEERING, INC.	02/06/2025	Regular	0.00	66,480.15	339932
014320	POLYDYNE, INC.	02/06/2025	Regular	0.00	25,511.98	339933
016634	POWERAID INC	02/06/2025	Regular	0.00	57.60	339934
015822	PREBBLE, RICHARD	02/06/2025	Regular	0.00	37.00	339935
015638	PS CONTAINERS	02/06/2025	Regular	0.00	5,629.00	339936
010306	QUINN COMPANY	02/06/2025	Regular	0.00	645.00	339937
014934	RAMIREZ, JOSHUA	02/06/2025	Regular	0.00	624.00	339938
012635	RAUL'S SMOG	02/06/2025	Regular	0.00	1,405.96	339939
010326	RED WING SHOE STORE	02/06/2025	Regular	0.00	428.44	339940
010047	ROBERT HALF	02/06/2025	Regular	0.00	2,672.44	339941
010520	RP RENTALS	02/06/2025	Regular	0.00	1,877.75	339942
010693	SANTA PAULA CLEANERS	02/06/2025	Regular	0.00	216.00	339943
011263	SANTA PAULA SELF STORAGE	02/06/2025	Regular	0.00	2,140.00	339944
016000	SCHMIDT, KENNETH L.	02/06/2025	Regular	0.00	22.11	339945
014458	SHAH, KRISTEN	02/06/2025	Regular	0.00	1,170.00	339946
013909	SITEONE LANDSCAPE SUPPLY, LLC	02/06/2025	Regular	0.00	916.50	339947
010795	SOUTHERN CALIFORNIA EDISON	02/06/2025	Regular	0.00	103,511.93	339948
015809	STANDARD SITE RENTALS INC.	02/06/2025	Regular	0.00	3,449.92	339949
011144	STAPLES, INC.	02/06/2025	Regular	0.00	1,204.73	339950
015755	STONE WEST, INC.	02/06/2025	Regular	0.00	93.51	339951
010823	SUN BADGE CO, INC	02/06/2025	Regular	0.00	159.03	339952
011871	SUNBELT RENTALS, INC.	02/06/2025	Regular	0.00	3,733.30	339953
016408	SUNRUN INSTALLATIONS SERVICES, INC.	02/06/2025	Regular	0.00	172.80	339954
015001	SYNAGRO-WWT, INC.	02/06/2025	Regular	0.00	16,543.31	339955
014318	THE WILLIS CORPORATION	02/06/2025	Regular	0.00	3,027.00	339956
011974	T-MOBILE USA INC.	02/06/2025	Regular	0.00	115.00	339957
012070	TRAFFIC TECHNOLOGIES	02/06/2025	Regular	0.00	1,762.76	339958
016614	U.S. CAD HOLDINGS LLC	02/06/2025	Regular	0.00	369.00	339959
010891	UNITED RENTALS (NORTHAMERICA), INC.	02/06/2025	Regular	0.00	3,390.78	339960
014162	VCHA CLINICS	02/06/2025	Regular	0.00	100.00	339961
010975	VENTURA REGIONAL SANITATION DISTRICT	02/06/2025	Regular	0.00	143,877.46	339962
011258	VIC'S PLUMBING SUPPLY, INC.	02/06/2025	Regular	0.00	94.17	339963
016578	VITAL RECORDS HOLDINGS, LLC	02/06/2025	Regular	0.00	482.66	339964
010978	VULCAN MATERIALS COMPANY	02/06/2025	Regular	0.00	696.20	339965
013550	WHITE CAP, L.P.	02/06/2025	Regular	0.00	436.85	339966
013843	YOUNG, DUNCAN JAMES	02/06/2025	Regular	0.00	1,846.00	339967
016027	YUNEX LLC	02/06/2025	Regular	0.00	1,690.00	339968
014129	SAM HILL & SONS, INC	02/10/2025	Regular	0.00	27,491.88	339969

Check Report

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010055	ACCUSOURCE INC	02/20/2025	Regular	0.00	178.26	339976
016148	AIRX TESTING SERVICES, INC.	02/20/2025	Regular	0.00	5,020.00	339977
015448	ALL CITY MANAGEMENT SERVICES, INC.	02/20/2025	Regular	0.00	10,055.00	339978
015896	ALONSO TOOLS, LLC	02/20/2025	Regular	0.00	1,215.64	339979
015498	AMAZON CAPITAL SERVICES	02/20/2025	Regular	0.00	2,089.08	339980
015350	APWA	02/20/2025	Regular	0.00	1,252.00	339981
011532	ARREOLA, RAQUEL	02/20/2025	Regular	0.00	24.00	339982
011354	AT&T MOBILITY	02/20/2025	Regular	0.00	1,423.22	339983
016121	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	02/20/2025	Regular	0.00	95.00	339984
016062	BANNER BANK	02/20/2025	Regular	0.00	15,821.24	339985
015218	BARAJAS, DAVID	02/20/2025	Regular	0.00	1,755.00	339986
011253	BAY ALARM COMPANY	02/20/2025	Regular	0.00	207.93	339987
011102	BOOT BARN INC.	02/20/2025	Regular	0.00	250.00	339988
014870	BOYD & ASSOCIATES	02/20/2025	Regular	0.00	5,125.00	339989
011094	BRAGG INVESTMENT COMPANY, INC.	02/20/2025	Regular	0.00	71.22	339990
015398	BUNNIN CHEVROLET OF SANTA PAULA	02/20/2025	Regular	0.00	542.25	339991
011151	C.O.R. PLUMBING SUPPLIES	02/20/2025	Regular	0.00	2,680.00	339992
011317	CALIFORNIA BUILDING OFFICIALS	02/20/2025	Regular	0.00	260.00	339993
012679	CAL-STATE AUTO PARTS	02/20/2025	Regular	0.00	254.63	339994
011089	CAROLLO ENGINEERS	02/20/2025	Regular	0.00	6,633.00	339995
016444	CENDEJAS, ERIC	02/20/2025	Regular	0.00	781.00	339996
015874	CHANDLER ASSET MANAGEMENT, INC.	02/20/2025	Regular	0.00	2,606.07	339997
015999	CHARTER COMMUNICATIONS HOLDING, LLC	02/20/2025	Regular	0.00	70.29	339998
010418	CORELOGIC SOLUTIONS, LLC	02/20/2025	Regular	0.00	140.00	339999
011161	CRAGOE PEST SERVICES INC	02/20/2025	Regular	0.00	1,410.00	340000
	Void	02/20/2025	Regular	0.00	0.00	340001
011164	CRANE PRINTING	02/20/2025	Regular	0.00	529.34	340002
014331	CULLIGAN WATER	02/20/2025	Regular	0.00	76.95	340003
012191	DATAPROSE, LLC	02/20/2025	Regular	0.00	5,396.85	340004
016263	DCH THOUSAND OAKS-F, INC	02/20/2025	Regular	0.00	1,230.90	340005
011811	DE LAGE LANDEN	02/20/2025	Regular	0.00	1,242.59	340006
012948	DIAL SECURITY 2021	02/20/2025	Regular	0.00	44.40	340007
013724	DIRECT TV	02/20/2025	Regular	0.00	115.24	340008
013975	DODOS DESIGN - GARCIA, DAVID	02/20/2025	Regular	0.00	64.00	340009
010104	DUGAS, JOE	02/20/2025	Regular	0.00	120.00	340010
016156	EFUEL LLC	02/20/2025	Regular	0.00	8,463.33	340011
013360	ENGEO INCORPORATED	02/20/2025	Regular	0.00	981.50	340012
010385	ENVIRONMENTAL HEALTH DIVISION	02/20/2025	Regular	0.00	484.00	340013
016126	ENVISION VTA FD AUTO LLC	02/20/2025	Regular	0.00	667.51	340014
016159	ESCALANTE, MARIO	02/20/2025	Regular	0.00	301.00	340015
016070	ESTRADA, LEONARDO	02/20/2025	Regular	0.00	125.00	340016
015739	EWING IRRIGATION PRODUCTS INC.	02/20/2025	Regular	0.00	73.33	340017
010404	FENCE FACTORY SATICOY	02/20/2025	Regular	0.00	90.95	340018
010440	FGL ENVIRONMENTAL, INC	02/20/2025	Regular	0.00	557.00	340019
010432	FRANK'S PAINT & HARDWARE	02/20/2025	Regular	0.00	1,327.33	340020
014061	FRONTIER COMMUNICATIONS	02/20/2025	Regular	0.00	3,254.23	340021
010441	FRUIT GROWERS SUPPLY CO	02/20/2025	Regular	0.00	310.91	340022
010797	GAS COMPANY, THE	02/20/2025	Regular	0.00	2,553.64	340023
016449	GAYTAN, CARLOS	02/20/2025	Regular	0.00	2,830.52	340024
010465	GOLDEN STATE HAY	02/20/2025	Regular	0.00	622.44	340025
015222	GOODSUITE	02/20/2025	Regular	0.00	1,022.71	340026
010481	GRAINGER	02/20/2025	Regular	0.00	346.96	340027
012800	GRANITE CONSTRUCTION COMPANY	02/20/2025	Regular	0.00	5,944.98	340028
014369	GSI WATER SOLUTIONS, INC.	02/20/2025	Regular	0.00	17,559.15	340029
016636	GUARDIAN ALLIANCE TECHNOLOGIES, INC.	02/20/2025	Regular	0.00	1,062.50	340030
016127	HOMELAND LANGUAGE SERVICES LLC	02/20/2025	Regular	0.00	974.08	340031
010537	HOUSE SANITARY SUPPLY	02/20/2025	Regular	0.00	1,734.87	340032
013711	INDEPENDENT ORDER OF ODD FELLOWS	02/20/2025	Regular	0.00	2,782.25	340033
010574	INGLIS IMPORTS	02/20/2025	Regular	0.00	141.00	340034
010921	INTERNATIONAL ASSOCIATION OF CHIEFS OF P	02/20/2025	Regular	0.00	220.00	340035
015457	JONES, MARLENE A.	02/20/2025	Regular	0.00	350.00	340036

Check Report

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010629	KIMBALL MIDWEST	02/20/2025	Regular	0.00	452.66	340037
011796	LANDS' END BUSINESS OUTFITTERS	02/20/2025	Regular	0.00	410.16	340038
015971	LEXISNEXIS COPLOGIC SOLUTIONS, INC	02/20/2025	Regular	0.00	988.80	340039
011807	LIVESCAN EXPRESS, INC.	02/20/2025	Regular	0.00	198.00	340040
010061	LOWE'S	02/20/2025	Regular	0.00	995.86	340041
015633	M6 CONSULTING, INC.	02/20/2025	Regular	0.00	43,304.62	340042
016161	MANN, ROBBIE	02/20/2025	Regular	0.00	66.00	340043
015442	MARIPOSA LANDSCAPES, INC.	02/20/2025	Regular	0.00	5,160.58	340044
010129	MASAHISA, OTAGIRI	02/20/2025	Regular	0.00	895.46	340045
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	02/20/2025	Regular	0.00	6,500.00	340046
015062	METROPOLITAN TRANSPORTATION COMMISSI	02/20/2025	Regular	0.00	2,000.00	340047
014436	MINER'S ACE HARDWARE	02/20/2025	Regular	0.00	1,660.49	340048
013911	MKN ASSOCIATES INC	02/20/2025	Regular	0.00	143,403.00	340049
012895	MNS ENGINEERS, INC.	02/20/2025	Regular	0.00	23,023.75	340050
010218	NEW IMAGE AUTO BODY	02/20/2025	Regular	0.00	589.00	340051
010241	OILFIELD ELECTRIC & MOTOR	02/20/2025	Regular	0.00	403.00	340052
012691	O'REILLY AUTOMOTIVE STORES, INC.	02/20/2025	Regular	0.00	2,842.12	340053
014464	ORNELAS, GABRIELA	02/20/2025	Regular	0.00	700.38	340054
016305	PEREZ, JOSE LUIS	02/20/2025	Regular	0.00	556.00	340055
016622	PLAZA LOCKSMITH, INC.	02/20/2025	Regular	0.00	344.80	340056
015822	PREBBLE, RICHARD	02/20/2025	Regular	0.00	108.00	340057
010289	PROUSYS, INC	02/20/2025	Regular	0.00	3,800.00	340058
013739	QUADIENT FINANCE USA, INC.	02/20/2025	Regular	0.00	4,089.38	340059
013730	QUADIENT LEASING USA, INC.	02/20/2025	Regular	0.00	1,198.50	340060
010306	QUINN COMPANY	02/20/2025	Regular	0.00	273.82	340061
012308	RADAR SHOP	02/20/2025	Regular	0.00	94.00	340062
010047	ROBERT HALF	02/20/2025	Regular	0.00	3,011.20	340063
010520	RP RENTALS	02/20/2025	Regular	0.00	79.95	340064
010376	SAFETY-KLEEN SYSTEMS, INC.	02/20/2025	Regular	0.00	899.55	340065
011263	SANTA PAULA SELF STORAGE	02/20/2025	Regular	0.00	1,300.00	340066
014880	SE&J FABRICATIONS, INC.	02/20/2025	Regular	0.00	810.00	340067
015368	SINGER, DAN	02/20/2025	Regular	0.00	1,067.02	340068
013909	SITEONE LANDSCAPE SUPPLY, LLC	02/20/2025	Regular	0.00	4,112.80	340069
010785	SMART & FINAL	02/20/2025	Regular	0.00	340.02	340070
010790	SOAP MAN	02/20/2025	Regular	0.00	382.61	340071
011524	SOLID WASTE SOLUTIONS	02/20/2025	Regular	0.00	3,704.50	340072
015819	SOLIS, YVETTE	02/20/2025	Regular	0.00	301.00	340073
010795	SOUTHERN CALIFORNIA EDISON	02/20/2025	Regular	0.00	34,084.15	340074
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICA	02/20/2025	Regular	0.00	1,631.00	340075
015016	SPL LANDSCAPE INC.	02/20/2025	Regular	0.00	3,870.00	340076
011144	STAPLES, INC.	02/20/2025	Regular	0.00	781.10	340077
015755	STONE WEST, INC.	02/20/2025	Regular	0.00	1.40	340078
015285	SUPERIOR PRINTING & GRAPHICS	02/20/2025	Regular	0.00	207.30	340079
015728	THE COUNSELING TEAM INTERNATIONAL	02/20/2025	Regular	0.00	2,200.00	340080
012696	TORO ENTERPRISES, INC.	02/20/2025	Regular	0.00	630,576.57	340081
012070	TRAFFIC TECHNOLOGIES	02/20/2025	Regular	0.00	3,524.53	340082
010867	TRI COUNTY OFFICE FURNITURE	02/20/2025	Regular	0.00	1,771.23	340083
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	02/20/2025	Regular	0.00	179.66	340084
016345	UNION MATERIALS TESTING, INC.	02/20/2025	Regular	0.00	17,358.50	340085
013736	V.C.T.C.	02/20/2025	Regular	0.00	175.00	340086
015186	VENTURA COUNTY AUTO SUPPLY, INC.	02/20/2025	Regular	0.00	1,694.84	340087
010938	VENTURA COUNTY SHERIFF'S OFFICE	02/20/2025	Regular	0.00	4,093.00	340088
015375	VENTURA LOCKSMITHS	02/20/2025	Regular	0.00	3,164.20	340089
010951	VENTURA STEEL INC	02/20/2025	Regular	0.00	143.72	340090
010952	VENTURA TROPHY COMPANY	02/20/2025	Regular	0.00	253.12	340091
011539	VERIZON WIRELESS	02/20/2025	Regular	0.00	3,283.49	340092
016578	VITAL RECORDS HOLDINGS, LLC	02/20/2025	Regular	0.00	146.59	340093
013539	WAGE WORKS, INC.	02/20/2025	Regular	0.00	547.10	340094
013550	WHITE CAP, L.P.	02/20/2025	Regular	0.00	461.26	340095
015506	PAYMENTUS GROUP, INC.	02/20/2025	Bank Draft	0.00	12,363.50	992390
011211	BNY MELLON	02/26/2025	Bank Draft	0.00	413,541.09	992391

Check Report

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
011211	BNY MELLON	02/26/2025	Bank Draft	0.00	141,375.00	992392
011211	BNY MELLON	02/26/2025	Bank Draft	0.00	291,190.21	992393

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	661	233	0.00	2,046,160.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	4	4	0.00	858,469.80
EFT's	0	0	0.00	0.00
	665	239	0.00	2,904,629.94

Check Report

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
010371	METLIFE SBC	02/05/2025	Regular	0.00	-360.99	339619
011103	COLONIAL LIFE & ACCIDENT	02/05/2025	Regular	0.00	3,051.56	339846
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	02/05/2025	Regular	0.00	712.69	339847
010371	METLIFE SBC	02/05/2025	Regular	0.00	746.98	339848
010331	RELiance STANDARD LIFE INSURANCE	02/05/2025	Regular	0.00	612.33	339849
014422	RELiance STANDARD LIFE INSURANCE	02/05/2025	Regular	0.00	4,868.28	339850
010331	RELiance STANDARD LIFE INSURANCE	02/05/2025	Regular	0.00	5,357.99	339851
011688	CALIFORNIA STATE DISBURSEMENT UNIT	02/13/2025	Regular	0.00	662.76	339970
010553	ICMA RETIREMENT TRUST-457	02/13/2025	Regular	0.00	17,376.64	339971
010554	ICMA RETIREMENT TRUST-457 (PT)	02/13/2025	Regular	0.00	1,171.89	339972
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	02/13/2025	Regular	0.00	1,020.00	339973
010291	SEIU LOCAL 721	02/13/2025	Regular	0.00	552.85	339974
010898	UNITED WAY OF VENTURA COUNTY	02/13/2025	Regular	0.00	11.00	339975
011688	CALIFORNIA STATE DISBURSEMENT UNIT	02/28/2025	Regular	0.00	662.76	340096
010553	ICMA RETIREMENT TRUST-457	02/28/2025	Regular	0.00	16,881.22	340097
010554	ICMA RETIREMENT TRUST-457 (PT)	02/28/2025	Regular	0.00	1,176.30	340098
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	02/28/2025	Regular	0.00	1,020.00	340099
010291	SEIU LOCAL 721	02/28/2025	Regular	0.00	552.85	340100
010898	UNITED WAY OF VENTURA COUNTY	02/28/2025	Regular	0.00	11.00	340101
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	02/05/2025	Bank Draft	0.00	70,803.44	992373
010420	INTERNAL REVENUE SERVICE	02/05/2025	Bank Draft	0.00	48,303.18	992374
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	02/05/2025	Bank Draft	0.00	14,616.54	992375
014872	STATE OF CALIFORNIA EDD - SDI	02/05/2025	Bank Draft	0.00	1,634.02	992376
013539	WAGE WORKS, INC.	02/05/2025	Bank Draft	0.00	310.80	992383
013539	WAGE WORKS, INC.	02/12/2025	Bank Draft	0.00	109.81	992384
010420	INTERNAL REVENUE SERVICE	02/19/2025	Bank Draft	0.00	62,106.15	992385
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	02/19/2025	Bank Draft	0.00	18,930.40	992386
014872	STATE OF CALIFORNIA EDD - SDI	02/19/2025	Bank Draft	0.00	1,642.38	992387
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	02/19/2025	Bank Draft	0.00	79,130.78	992388
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S	02/10/2025	Bank Draft	0.00	91,461.19	992389
013539	WAGE WORKS, INC.	02/20/2025	Bank Draft	0.00	455.51	992394
013539	WAGE WORKS, INC.	02/26/2025	Bank Draft	0.00	462.30	992395

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	125	18	0.00	56,449.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-360.99
Bank Drafts	143	13	0.00	389,966.50
EFT's	0	0	0.00	0.00
	268	32	0.00	446,054.61

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	786	251	0.00	2,102,609.24
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-360.99
Bank Drafts	147	17	0.00	1,248,436.30
EFT's	0	0	0.00	0.00
	933	271	0.00	3,350,684.55

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2025	3,350,684.55
			<u>3,350,684.55</u>

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Tom Tarantino, Planning & Economic Development Manager

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 1342
AMENDING CHAPTER 16.79 "REGULATION OF CANNABIS
ACTIVITIES" OF THE SANTA PAULA MUNICIPAL CODE AND OTHER
AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186

Date: March 19, 2025

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council conduct the second reading of and adopt Ordinance No. 1342 amending Chapter 16.79 'Regulation of Cannabis Activities' of the Santa Paula Municipal Code and other affected code sections to align with Senate Bill (SB) 1186.

BACKGROUND:

Senate Bill 1186

Effective January 1, 2024, Senate Bill 1186 ("SB 1186"), also known as the "Medicinal Cannabis Patients' Right of Access Act", precludes cities from imposing regulations that have the effect of prohibiting licensed medicinal cannabis businesses from delivering medicinal cannabis within the City to patients or their caregivers. Such regulations include those limiting the number of businesses authorized to deliver medicinal cannabis into the City or the frequency of sales by delivery.

Unless an exception applies, SB 1186 also prohibits regulations that bar a physical premises from which retail sale by delivery of medicinal cannabis by a licensed non-storefront retailer may be conducted within the City. **This means the City must allow for at least one non-storefront medicinal cannabis delivery facility located within the City.**

SB 1186 does however allow the City to impose reasonable regulations on the retail sale by delivery of medicinal cannabis. More specifically, the City can adopt and enforce reasonable regulations on the non-storefront retail delivery of medicinal cannabis related to:

1. Zoning requirements not in conflict with SB 1186's prohibitions.
2. Security or public health and safety requirements.
3. Licensing requirements.
4. Imposing or collecting applicable state or local taxes on retail sales of medicinal cannabis occurring within the City.

5. Regulations consistent with requirements or restrictions imposed on cannabis businesses by state law or regulations issued by the Department of Cannabis Control. [Business and Professions Code § 26322(b)]

Santa Paula Municipal Code Section 16.79.030 currently prohibits commercial cannabis activities of all types in the City. Therefore, to align with SB 1186 and based on recommendations made by both the City's Cannabis Standing Committee at its November 19, 2024 meeting, and the Planning Commission at its January 28, 2025 meeting, the City is now considering a proposed amendment to the Santa Paula Municipal Code that would allow retail sale by delivery of medicinal cannabis City-wide and permit and regulate non-storefront medicinal cannabis retailers in the Industrial (I) Zone.

Ordinance Process

Following a public hearing held February 19, 2025 on proposed Ordinance No. 1342, the City Council directed the ordinance be returned with amendments at the next meeting. Council noted that missing from the proposed ordinance was language that allowed retail sale by delivery of medicinal cannabis City-wide to patients and caregivers within the City, as staff had intended.

At the March 5, 2025 City Council meeting the City Council waived the first reading and introduced Ordinance No. 1342, entitled: "An Ordinance of Santa Paula City Council amending Chapter 16.79 "Regulation of Cannabis Activities" of the Santa Paula Municipal Code and other affected code sections to align with Senate Bill (SB) 1186, and find that the Ordinance is not a "Project" or is otherwise exempt from the California Environmental Quality Act (CEQA)." Ordinance No. 1342 is returning to the City Council at this meeting for second reading and adoption.

ANALYSIS:

The proposed Ordinance (Exhibit A to Attachment A) will update the City's existing regulations consistent with State law. SB 1186 requires the City to allow for: (a) retail sale by delivery of medicinal cannabis City-wide and, (b) at least one licensed non-storefront medicinal cannabis delivery facility within the City that may be subject to reasonable conditions.

As it relates to the location of retail sales of medicinal cannabis delivery facilities, the City will be restricting these delivery facilities to only be permitted in the Industrial (I) Zone subject to the approval of a Conditional Use Permit and required State and City business licenses. SB 1186 requires the City to allow for medicinal cannabis delivery service *only*. **Storefront retail services for all other types and uses of cannabis will continue to be prohibited anywhere in Santa Paula.**

ENVIRONMENTAL/CEQA

Pursuant to the California Environmental Quality Act ("CEQA"), staff has determined that the amendment will have no significant adverse impacts on the environment as it is simply updating existing operating standards related to medicinal cannabis delivery consistent with State requirements and is similar in nature to other delivery services that occur throughout the City on a daily basis. Furthermore, the amendment is exempt from CEQA Chapter 3 of Title 14

of the California Code of Regulations beginning at Section 15000, specifically: Section 15060(c)(2), because the proposed Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and Section 15061(b)(3), because the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

STRATEGIC PLAN:

Amending the City's municipal code to align with state law directly relates to *Strategic Plan Goal G.2 Municipal Code*.

FISCAL IMPACTS:

In California, the taxation of medicinal cannabis deliveries includes several components:

1. State Cannabis Excise Tax: A 15% excise tax is applied to all legal cannabis sales in California, including medicinal cannabis. This tax is calculated based on the retail selling price of the cannabis product.
2. State Sales Tax: The standard California sales tax rate is 7.25%. However, local jurisdictions can add additional sales taxes, if they so choose. Medicinal cannabis patients with a valid Medical Marijuana Identification Card (MMIC) are exempt from the state sales tax.
3. Local Cannabis Business Tax: Cities and counties may impose their own cannabis business taxes. These taxes can range from 5% to 15% of gross receipts and are typically applied to all cannabis sales, including medicinal cannabis. Again, the specific rate depends on the local jurisdiction.

SPMC § 37.91 *Imposition of Tax* already codifies cannabis business tax collection in the City, as shown below:

- A. *Every person engaged in a cannabis business within the City of Santa Paula, and regardless of whether such business has a permit to operate pursuant to the Santa Paula Municipal Code, shall pay a cannabis business tax at the following rates:*
 1. *Up to a maximum of 10% of gross receipts or fractional part thereof, generated by a cannabis business at wholesale or retail, subject to adjustment by the City Council pursuant to § 37.93; and*
 2. *Up to a maximum of \$25 per square foot of space utilized in connection with cannabis cultivation/processing, subject to adjustment by the City Council pursuant to § 37.93.*
- B. *No cannabis business shall be deemed to be exempt from the payment of the taxes identified above by any other provision of this code, unless expressly exempted under this subchapter. (Ord. 1261, passed 11-6-18)*

Potential sales and business tax revenue from medicinal cannabis delivery sales based within the City is unknown at this time. Neighboring cities in Ventura County have widely varying regulations and revenues from medicinal cannabis delivery sales.

Taxation aside, it is noteworthy that should this Ordinance not be adopted, the potential costs to the City from litigation for misalignment with State cannabis law would be unknown, but could be significant.

OPTIONS:

In addition to the recommended action, the City Council has available to it the following alternative options:

1. Do not adopt Ordinance No. 1342. Denial of the ordinance will result in misalignment with State cannabis law and could expose the City to litigation.
2. Direct staff to return with a modified Ordinance.

ATTACHMENTS:

[A - CC Ordinance No. 1342 inc. Ex A. SPMC 16.79 Amended \(FINAL\).pdf](#)

ATTACHMENT A

CC ORDINANCE NO. 1342

+

EXHIBIT A
SPMC CHAPTER 16.79
(AMENDED)

ORDINANCE NO. 1342

AN ORDINANCE OF SANTA PAULA CITY COUNCIL AMENDING CHAPTER 16.79 “REGULATION OF CANNABIS ACTIVITIES” OF THE SANTA PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186, AND FIND THAT THE ORDINANCE IS NOT A “PROJECT” OR IS OTHERWISE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the City of Santa Paula, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to amend the City’s municipal code when deemed necessary and appropriate by the City Council; and

WHEREAS, in 2022, the California Legislature approved, and the Governor signed into law, Senate Bill 1186 (“SB 1186”) which further amends state cannabis law effective January 1, 2024; and

WHEREAS, the City desires to amend its local regulatory scheme to allow for the retail sale by delivery of medicinal cannabis consistent with SB 1186’s changes to state law; and

WHEREAS, on January 28, 2025, the Planning Commission held a duly-noticed public hearing public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on February 19, 2025, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City’s Planning Commission; and

WHEREAS, following the February 19, 2025 public hearing, Council directed staff to return with specified amendments to the Ordinance at the next City Council meeting; and

WHEREAS, on March 5, 2025, the City Council re-opened the public hearing to consider the Ordinance, as amended, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City’s Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Santa Paula does ordain as follows:

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. The amendment is statutorily exempt from the California Environmental Quality Act (“CEQA”) in that it will have no significant adverse impacts on the environment as it simply updates existing operating standards related to medicinal cannabis delivery to be consistent with State requirements and is similar in nature to other delivery services that occur throughout the City on a daily basis. Furthermore, the amendment is exempt from CEQA Chapter 3 of Title 14 of the California Code of Regulations beginning at Section 15000, specifically: Section 15060(c)(2), because the proposed Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and Section 15061(b)(3), because the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan pursuant to Government Code section 65860.

SECTION 4. Code Amendment. Based on the entire record before the City Council, Santa Paula Municipal Code Chapter 16.79 Regulation of Cannabis Activities is hereby amended as shown in Exhibit “A”. Further, *Table 21-1 Permitted and Conditional Uses – Industrial Zones* of Santa Paula Municipal Code Section 16.21.020 is amended as follows (~~strikethrough~~ means deleted text and **underlined** means added text):

TABLE 21-1			
<i>Permitted and Conditional Uses - Industrial Zones</i>			
<i>Use</i>	<i>LI</i>	<i>I</i>	<i>M-1</i>
Accessory buildings necessary to use located on same lot or parcel	P	P	P

Adult Entertainment Establishment (see Chapter 16.54)	X	C*	X
Alcohol and Alcoholic Beverages Manufacturing	X	C	C
Animal Hospitals, Kennels & Veterinary Clinic	P	C	P
Automobile Service Station (fuel sales; see Chapter 16.72)	C*	C*	C
Automobile Repair and/or Tune-up Shop	C	C	P ¹
Automobile dismantling	X	X	C
Assembly (small scale, see definition)	P	P	P
Assembly (large scale, see definition)	C	P	P
<u>Cannabis Delivery (delivery-only medicinal cannabis retailer, see definition)</u>	<u>X</u>	<u>C*</u>	<u>X</u>
Cannabis Delivery	X	X	X
Commercial Cannabis Activities <u>(see Chapter 16.29)</u>	X	X	X
Cultivation of Cannabis or Medical Marijuana	X	X	X

SECTION 5. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 7. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 970 E. Ventura Street, Santa Paula, California, 93060.

SECTION 8. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

(Continues on next page)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Paula, California, at a regular meeting of the City Council held on the ____ day of _____, 202_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA PAULA

Pedro A. Chavez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Monica Castillo, City Attorney

EXHIBIT A

SPMC CHAPTER 16.79
(AMENDED)

[ATTACHED]

CHAPTER 16.79: REGULATION OF CANNABIS ACTIVITIES

Section

- 16.79.010 Purpose
- 16.79.020 Definitions
- 16.79.030 Prohibition
- 16.79.040 Personal cultivation
- 16.79.050 Violations
- 16.79.060 Administrative regulations
- 16.79.070 Public nuisance

§16.79.010 PURPOSE.

The purpose of this chapter is to expressly prohibit the establishment of commercial cannabis uses in the city except those permitted by state law. The City Council finds that the prohibitions on commercial cannabis activity in this chapter are necessary for the preservation and protection of the public health, safety and welfare of the city. The prohibition of such uses is within the authority conferred upon the City Council by state law and is an exercise of its police powers to enact and enforce regulations for the public health, safety and welfare of the city. This chapter is also intended to apply reasonable regulations to the personal cultivation of cannabis and delivery of medicinal cannabis that is authorized under state law. Nothing in this chapter shall be interpreted to conflict with state law, including without limitation the Compassionate Use Act, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA) and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), as may be amended.

§16.79.020 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(A) “CANNABIS” or “MARIJUANA” has the meaning set forth in Business and Professions Code section 26001(f), as may be amended, and shall mean includes all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or resin. “CANNABIS” or “MARIJUANA” also means the separated resin, whether crude or purified, obtained from Cannabis. “CANNABIS” or “MARIJUANA” also includes cannabis that is used for medical, non-medical, or other purposes. “CANNABIS” or “MARIJUANA” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other

compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or case, or the sterilized seed of the plant which is incapable of germination. "CANNABIS" or "MARIJUANA" also does not include industrial hemp, as defined in California and has the same definition as Cal. Health and Safety Code § 11018.5. "CANNABIS" or "MARIJUANA" also does not include medical or medicinal use(s) of the plant to treat specific medical conditions upon the recommendation of a licensed physician, as defined in California law.

(B) "CANNABIS/MARIJUANA ACCESSORIES" has the meaning set forth in Business and Professions Code section 26001(g), as may be amended, and includes ~~means~~ any equipment, products or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing Cannabis, or for ingesting, inhaling, or otherwise introducing Cannabis or Cannabis products into the human body.

(C) "CANNABIS/MARIJUANA PRODUCT" has the meaning set forth in Business and Professions Code section 26001(k), as may be amended, and includes ~~means~~ Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated Cannabis, or an edible or topical product containing Cannabis or concentrated Cannabis and other ingredients.

(D) "CANNABIS TESTING LABORATORY" has the meaning set forth in Business and Professions Code section 26001(ba), as may be amended, and includes ~~means~~ a laboratory, facility, or entity that offers or performs tests of both adult use and medical cannabis or cannabis products and that is both of the following: (1) accredited by an accrediting body (i.e. International Organization for Standardization (ISO)) that is independent from all other persons involved in commercial cannabis activity in the state, and (2) is licensed by the Bureau of Cannabis Control.

(E) "COMMERCIAL CANNABIS ACTIVITY" has the meaning set forth in Business and Professions Code section 26001(n), as may be amended, and includes ~~means~~ cultivation, manufacture, processing, storing, labeling, transporting, distribution, delivery or sale of cannabis or a cannabis product for ~~medical~~, non- medical, or any other purpose and includes the activities of any business licensed by the state or other government entity under Division 10 of the Cal. Bus. and Prof. Code, or any provision of state law that regulates the licensing of cannabis businesses. This definition includes operation of a dispensary and, mobile marijuana dispensary ~~and cannabis delivery activities~~. This definition does not include Cannabis testing laboratories.

(F) "CONCENTRATED CANNABIS" means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. "CONCENTRATE" includes resin from granular trichomes from a Cannabis plant.

(G) “CULTIVATION OF CANNABIS” or “CANNABIS CULTIVATION” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(H) “DELIVERY” means the commercial transfer of cannabis or cannabis products to a customer. “DELIVERY” also includes the use by a retailer of any technology platform owned and controlled by the retailer. The term “DELIVERY” does not include the distribution of cannabis from a mobile marijuana dispensary.

(I) “DELIVERY-ONLY MEDICINAL CANNABIS RETAILER” means a non-storefront business that delivers medicinal cannabis as part of a retail sale to a qualified patient or their primary caregiver and that holds a Type 9 retail license from the California Department of Cannabis Control.

~~(J)~~(J) “DISPENSARY” means a facility with a storefront where Cannabis, Cannabis products, or devices for the use of Cannabis or Cannabis products are offered, either individually or in any combination, for retail sale, ~~including an establishment that delivers Cannabis and Cannabis products as part of a retail sale.~~

~~(J)~~(K) “DISTRIBUTION” means the procurement, sale, and transport of cannabis and cannabis products between entities licensed under Division 10 of the Cal. Bus. and Prof. Code, as ~~they~~ may be amended from time to time.

~~(K)~~(L) “FULLY-ENCLOSED ACCESSORY STRUCTURE” means a structure or part of a structure not exceeding 12 feet in height, which is physically detached from the main building on the lot and the use of which is incidental to that of the main building or use on the same lot. A structure that is incorporated within the continuous roofline of the primary structure is part of the primary structure and is therefore exempt from this definition.

~~(L)~~(M) “MANUFACTURE CANNABIS” means to compound, blend, extract, infuse, or otherwise prepare a Cannabis product.

~~(M)~~(N) “MAUCRSA” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the Cal. Bus. and Prof. Code, as ~~the same~~ may be amended ~~from time to time~~.

(O) “MEDICINAL CANNABIS” or “MEDICAL CANNABIS” has the meaning set forth in Business and Professions Code section 26001(am), as may be amended, and includes Cannabis or a Cannabis Product, respectively, intended to be sold or donated for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found in Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a Physician’s Recommendation, or in compliance with any compassionate use, equity, or other similar program administered by a local jurisdiction.

~~(N)~~(P) “MOBILE MARIJUANA DISPENSARIES” means any dispensary, clinic, cooperative, association, club, business, or group which transports or delivers, or arranges the transportation or delivery, of medical Cannabis to a person or conducts sales of Cannabis from a non-fixed location.

~~(P)~~(Q) “PERSON” means any individual, firm, corporation, association, club, society, or other organization. The term person shall include any owner, manager, proprietor, employee, volunteer or salesperson.

~~(P)~~(R) “PERSONAL CANNABIS CULTIVATION” means Cannabis cultivation of six or fewer live Cannabis plants within a single private residence or a fully-enclosed accessory structure that is accessory to a private residence in accordance with Cal. Health & Safety Code § 11362.2.

(S) “PHYSICIAN’S RECOMMENDATION” has the meaning set forth in Business and Professions Code section 26001(at), as may be amended, and means a recommendation by a physician and surgeon that a patient use Cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

(T) “PRIMARY CAREGIVER” has the meaning set forth in Health and Safety Code sections 11362.7(d) and (e), as may be amended.

~~(Q)~~(U) “PRIVATE RESIDENCE” means a house, an apartment unit, condominium, or other similar dwelling that is lawfully used as a residence.

(V) “QUALIFIED PATIENT” has the meaning set forth in Health and Safety Code 11362.7(f), as may be amended.

§16.79.030 PROHIBITION.

(A) Unless otherwise provided by California law, ~~Commercial-commercial~~ cannabis activities of all types are expressly prohibited in all zones in the city except that a delivery-only medicinal cannabis retailer may be conditionally permitted in the Industrial (I) Zone in accordance with §16.79.050. No person shall establish, operate, conduct, or allow, a commercial cannabis activity anywhere in the city. To the extent that this prohibition conflicts with any other provision of this code, this prohibition shall control.

(B) Mobile marijuana dispensaries are prohibited in all zones within the city. No person shall:

(1) Locate, operate, own, suffer, allow to be operated or abide, abet or assist in the operation of any mobile marijuana dispensary within the city;

(2) Deliver marijuana to any location within the city from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose; or

(3) Deliver from a mobile marijuana dispensary any medical cannabis product, including, but not limited to: tinctures, baked goods, or other consumable products, to any

location within the city from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose.

(C) This section is meant to prohibit all activities for which a state license is required with the exception of delivery-only medicinal cannabis retailers. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity other than to delivery-only medicinal cannabis retailers— for which a state license is required under the MAUCRSA. The city shall also not issue any local license for any activity for which a state license is required under the MAUCRSA to a non-profit entity pursuant to Cal. Bus. and Prof. Code § 26070.5.

~~(D) — To the extent not already prohibited above, all deliveries of Cannabis or Cannabis products, to or from any location in the city are expressly prohibited. No person shall conduct or perform any delivery of any Cannabis or Cannabis products which delivery either originates or terminates within the city. This section shall not prohibit any person from transporting Cannabis through the jurisdictional limits of the city for delivery or distribution to a person located outside the city, where such transport does not involve delivery or distribution within the jurisdictional limits of the city.~~

~~(E)~~(D) To the extent not already prohibited above, cultivation of Cannabis for noncommercial purposes, including cultivation by a qualified patient or primary caregiver as those terms are defined in state law, is expressly prohibited in all zones in the city. No person shall cultivate any amount of Cannabis in the city, even for medicinal purposes, except for personal Cannabis cultivation in accordance with § 16.79.040 below, and where the city is preempted by federal or state law from enacting a prohibition on such activity.

(E) This section does not prohibit Cannabis testing laboratories, which are laboratories and permitted in all zones where laboratories are permitted.

(F) This section does not prohibit the activities of delivery-only, non-storefront medicinal cannabis retailer(s) as required by the Medicinal Cannabis Patients' Right of Access Actstate law, and in accordance with § 16.79.050.

~~(F)~~(G) This section does not prohibit the retail sale by delivery of medicinal cannabis to qualified patients or their primary caregivers within the city's jurisdiction, as required by the Medicinal Cannabis Patients' Right of Access Act. The cannabis retailer fulfilling the delivery must hold the required state license issued by the California Department of Cannabis Control and must obtain a city business license. All delivery vehicles must be maintained in good working order and may not feature any form of advertisement or identifiable marking related to cannabis or cannabis products.

§16.79.040 PERSONAL CANNABIS CULTIVATION PERMIT.

(A) Permit required. Prior to commencing any personal Cannabis cultivation, the person(s) owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises where personal Cannabis cultivation is proposed to occur must register for a personal Cannabis cultivation permit with the city. No person shall engage

in personal marijuana cultivation unless that person has a current valid personal Cannabis cultivation permit from the city, pursuant to this chapter.

(B) Personal Cannabis cultivation application. An applicant shall submit a complete personal Cannabis cultivation application to the Director on a form provided by the city, and proof of payment of the permit fee, in an amount set by resolution of the City Council. Within 30 calendar days of receiving the application, the Director shall either accept the application for processing, or return the application to the applicant with a written description of the reasons for rejection of the application. The cultivation application shall include the following information:

- (1) The property address where the Cannabis will be cultivated;
- (2) The name and age of each person owning, leasing, occupying or having charge of any legal parcel or premises where Cannabis will be cultivated;
- (3) The name and age of each person who will participate in the Cannabis cultivation;
- (4) Property owner acknowledgment of personal Cannabis cultivation at the subject property, affirmed under penalty of perjury, if the property owner is different from the applicant;
- (5) A cultivation plan which includes a scaled property site plan and a scaled diagram of the floor plan within the residence or fully-enclosed accessory structure to be used for personal cultivation at the personal Cannabis cultivation site, and an itemized list of measures taken to comply with the provisions of this section including, but not limited to, odor control, security, electrical and building and safety provisions, as well as any Cannabis accessories that will be used for personal Cannabis cultivation; and
- (6) A signed consent form authorizing city staff, including the Fire and Police Department, the authority to conduct an inspection of the site used for the personal cultivation of Cannabis, upon 24-hours' notice for the purpose of verifying compliance with this chapter.

(C) Application approval. Upon verification of the information described in division (B), above, the Director shall issue a notice of decision of a personal marijuana cultivation permit within 60 calendar days, pursuant to the following findings:

- (1) The applicant meets all the requirements of this section, and any regulations promulgated under this chapter.
- (2) The applicant for the permit and the personal Cannabis cultivation site are both in compliance with state law, including but not limited to, Cal. Health and Safety Code §§ 11362.1, 11362.2 and 11362.3, as may be amended.

(D) Permits not transferable. A personal Cannabis cultivation permit issued pursuant to this chapter is non-transferable and is specific to the permit holder and the private residence or fully-enclosed accessory structure for which it is issued.

(E) Permit renewal. A personal Cannabis cultivation permit issued under this chapter shall automatically expire one year after the notice of decision. Permit renewal shall be requested through compliance with the procedures for issuance of a permit as provided in this section. An applicant for a permit renewal shall be required to pay a permit renewal fee in an amount to be set by resolution of the City Council. However, an applicant for permit renewal shall not be required to submit a new cultivation plan (pursuant to division (B)(5) above), provided the personal Cannabis cultivation site follows the original cultivation plan and the permit holder is not engaged in additional or expanded Cannabis cultivation, as affirmed in the renewal form. Renewal applications must be received at least 30 calendar days prior to such expiration.

(F) Permit revocation. Permits issued under this section may be revoked by the Director, following notice to the permit holder and an opportunity to submit written comments on the proposed revocation, upon making any of the following findings:

(1) The permit was issued in error or the cultivation plan (pursuant to division (B)(5) above) included incorrect information;

(2) The Cannabis cultivated at the personal cultivation site has been sold or used for any commercial activity which is prohibited under this chapter, or any other use or activity has occurred that is prohibited by Cal. Health and Safety Code §§ 11362.1, 11362.2 or 11362.3, as may be amended;

(3) Violation of any of the provisions of this chapter has occurred at the Cannabis cultivation site;

(4) The personal Cannabis cultivation site has become a public nuisance or has been operated in a manner constituting a public nuisance;

(5) The Cannabis cultivation is not in compliance with the conditions of the permit; or

(6) (a) The permit holder has engaged in an activity for which the personal Cannabis cultivation permit could have been denied originally.

(b) Appeals. The applicant may appeal the Director's decision on an application, renewal or revocation of a personal Cannabis cultivation permit to the Planning Commission and the Planning Commission's decision to the City Council, pursuant to Chapter 16.206 of the code. An appeal of a decision on a personal Cannabis cultivation permit is not timely if not filed within 15 days of the date of the notice of the Director's (or Planning Commission's) decision.

(G) (1) Personal Cannabis cultivation is only permitted when all of the following conditions and standards are met:

(2) Generally:

(a) Residence. Personal Cannabis cultivation is permitted only on parcels with residential units where the personal Cannabis cultivation permit holder resides full-time. Personal Cannabis cultivation permit holders shall not participate in personal Cannabis cultivation in more than one location within the city. Personal Cannabis cultivation activities may only occur within a residential unit, garage or fully-enclosed accessory structure.

(b) Visibility. From the public right-of-way, there shall be no exterior evidence of personal Cannabis cultivation. All personal Cannabis cultivation authorized by this section shall be conducted inside a private residence or within a fully-enclosed accessory structure.

(c) Security. Any structure used for personal Cannabis cultivation shall be secured with locks to prevent unauthorized entry and/or theft, and remain secure at all times.

(d) Code compliance. The personal Cannabis cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to the use of storage of materials, processes, products or waste. The cultivation area shall be in full compliance with the city Building Code, Electrical Code, Mechanical Code, Plumbing Code, and Fire Code.

(e) Number of plants. Cultivation shall not exceed six living marijuana plants of any size per private residence.

(f) Cultivation area. Personal marijuana cultivation must occur within a cumulative area totaling no larger than 100 square feet.

(g) Ventilation. Any multi-family dwelling used for personal marijuana cultivation must have a ventilation and filtration system installed in the dwelling unit that shall prevent marijuana plant odors from exiting the interior of the unit, and shall comply with all applicable building code regulations, including obtaining all required permits and approvals for the ventilation and filtration system. Personal Cannabis cultivation shall not create humidity or mold within the private residence or fully-enclosed accessory structure in violation of the Building Code, as adopted by the city, or the city's health and safety regulations, as codified in Chapter 150 Building Regulations of the city municipal code.

(h) Residential structure. The primary residence shall, at all times, maintain a kitchen, bathroom, and primary bedroom(s) for their intended purpose, and shall not be used for Cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping, and bathing.

(i) Accessory structure. A fully-enclosed accessory structure, as defined herein, shall be located within the rear yard area of any legal parcel or premises.

The structure shall maintain a minimum setback of 10-feet from any property line and the marijuana plants shall not be visible from outside the structure.

(H) Upon 24-hours' notice, the city may conduct an inspection of the private residence or fully enclosed accessory structure used for personal Cannabis cultivation for the purpose of verifying compliance with this chapter.

§ 16.79.050 MEDICINAL CANNABIS RETAILER (DELIVERY ONLY)

(A) A Conditional Use Permit issued pursuant to Chapter 16.218 for a delivery-only medicinal cannabis retailer must include, as conditions of approval, the operational standards set forth in this section. In addition, the Conditional Use Permit must incorporate by reference an operations plan approved by the police chief, that implements not only the operations standards set forth in this section, but such additional conditions that the police chief finds reasonably necessary to implement the purpose of this chapter when considering the location and size of the proposed delivery-only medicinal cannabis retailer.

(B) Operational standards.

- 1) All delivery-only medicinal cannabis retailers shall be located in the Industrial (I) zoning district only and operate ~~as a non-storefront, delivery only business~~ in a building suitable for such operations.
- 2) All delivery-only medicinal cannabis retailers shall be in full compliance with the city Building Code, Electrical Code, Mechanical Code, Plumbing Code, Fire Code and any other city, county, state, or federal requirements prior to commencing operations, including obtaining all necessary permits and a city business license, and payment of all required fees.
- 3) In order to operate, a delivery-only medicinal cannabis retailer must obtain and maintain both licensure from the California Department of ~~Cannabis Control~~ and a city business license.
- 4) It is unlawful for alcohol or tobacco to be sold.
- 5) It is unlawful for cannabis or cannabis products to be publicly visible from the exterior of the property.
- 6) Each delivery-only medicinal cannabis retailer must provide the ~~Community and Economic Development Director~~, or designee, with the name and telephone number of an on-site employee or owner to whom emergency notice can be provided. The telephone number provided must be capable of accepting recorded voice messages in the event the contact person does not answer.
- 7) Uniformed security personnel must be employed to monitor all entrances and exits during all hours of operation. Every security guard employed by or provided by the dispensary must be currently licensed by the California Bureau

of Security and Investigative Services and in possession of a valid "guard card."
The number of such security personnel must be set forth in the operations plan.

- 8) Odor control devices and techniques must be incorporated to ensure that odors from cannabis and cannabis products are not detectable outside of the building or in any tenant space or area adjacent to the building.
- 9) All law enforcement personnel seeking admission to the premises for the purpose of ascertaining compliance with the standards and regulations of this Code must be given unrestricted access to all areas of the premises at all times during hours of operation. Consent to such unrestricted access must be acknowledged by the permittee and included within the operations plan.
- 10) The premises must have a professionally installed, maintained, and monitored alarm system as approved through the operations plan.
- 11) All food products, food storage facilities, food-related utensils, equipment and materials must be approved, used, managed and handled in accordance with the provisions of the California Retail Food Code (Health and Safety Code Section 113700, et seq.). All food products must be protected from contamination at all times, and all food handlers must be clean, in good health, and free from communicable diseases. The Ventura County Department of Public Health may inspect the dispensary at any time during business hours to ensure compliance with state and local laws.
- 12) No delivery driver may carry more than two hundred dollars in cash while engaged in the service of delivering cannabis or cannabis products, and shall not wear any clothing, headwear, or accessory featuring any form of advertisement or identifiable marking related to cannabis or cannabis products.
- 13) Delivery vehicle(s) shall be maintained in good working order and shall not feature any form of advertisement or identifiable marking related to cannabis or cannabis products.
- 1)14) Violation of any operational standard or city, county, state, or federal law may result in revocation of the retailer's Conditional Use Permit.

§16.79.060 ADMINISTRATIVE REGULATIONS.

The City Manager and his/her designee is hereby authorized to promulgate and enforce administrative regulations in the implementation and enforcement of this chapter.

§16.79.070 VIOLATIONS.

In addition to any other remedy available under law, violations of this subchapter are subject to the administrative citations and penalties provisions in Title 1, Chapter 14, of this code.

§16.79.080 PUBLIC NUISANCE.

Any use or condition caused, or permitted to exist, in violation of any provisions of this subchapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure section 731 or any other remedy available to the city.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN
ENGINEERING FOR LABOR COMPLIANCE MONITORING AND
ENFORCEMENT SERVICES COMMERCIAL FACADE IMPROVEMENT
GRANT PROGRAM

Date: March 19, 2025

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a two-year Professional Services Agreement with Willdan Engineering to provide labor compliance services for a not-to-exceed amount of \$9,234.
2. Authorize Willdan-requested revisions to the agreement with approval of the City Attorney provided they do not increase the not-to-exceed amount.

BACKGROUND:

The Commercial Façade Improvement Grant Program was established to provide financial assistance to property owners and businesses for exterior building improvements within the Downtown Property Business Improvement District (PBID). The program is funded through \$50,000 of city allocated American Rescue Plan Act Funds (ARPA) and a contribution of \$50,000 from the PBID and as a public works project, is subject to adherence to prevailing wage laws and other labor compliance regulations.

To ensure compliance with these requirements, the City seeks to engage a qualified consultant to provide labor compliance monitoring and enforcement services. Willdan Engineering has been identified as a qualified firm with extensive experience in labor compliance for publicly funded projects.

ANALYSIS:

Willdan Engineering will be responsible for conducting labor compliance reviews, monitoring contractor payroll records, conducting site inspections, providing technical assistance to grant recipients, and ensuring compliance with federal and state labor regulations, including the Davis-Bacon Act and California's prevailing wage laws.

Key responsibilities of Willdan Engineering include:

- Reviewing certified payroll reports submitted by contractors.
- Conducting on-site interviews with workers to verify compliance.
- Providing training and guidance to contractors and grant recipients regarding labor laws.
- Investigating complaints related to wage violations and assisting in corrective actions.
- Preparing compliance reports for submission to funding agencies.

The proposed contract is structured on an hourly not-to-exceed basis as follows:

Labor Compliance Manager – 6 hours @ \$183/hour = \$1,098

Labor Compliance Specialist – 36 hours @ \$146/hour = 5,256

Field Support Technician – 24 hours @ \$120/hour = 2,880

Total \$9,234

Funding for this contract is available within the approved budget for the Commercial Façade Improvement Grant Program to be equally shared between ARPA funds and PBID contribution.

STRATEGIC PLAN:

The utilization of the consultant will ensure compliance of the facade program which will help to fulfill the economic development strategic goal to enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community. The facade program will directly address objective 3-Downtown Beautification.

FISCAL IMPACTS:

The proposed contract with Willdan Engineering is for a not-to-exceed amount of \$9,234 for two years from March 19, 2025 to March 18, 2027 fiscal year. The cost of the consulting services contract with Willdan Engineering will be covered through existing program funds. 50% from GI 412-5-3002-209 (Professional Services ARPA) and 50% from GL 505-5-6003-209 (Professional Services - PBID).

No additional General Fund appropriation is required.

OPTIONS:

As an alternative to Staff's recommendation, the City Council may:

1. Approve the agreement with amendments.
2. Take no action, which may result in non-compliance with funding requirements and jeopardize program funding.
3. Take such additional, related action that may be desirable.

ATTACHMENTS:

[ATTACHMENT_A_WILLDAN_Professional_Services_Agreement__Prevailing_Wage_Facade_Program_w_Ex_\(3.13.25\).pdf](#)

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

**CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of March, 2025, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and WILL DAN ENGINEERING, a CALIFORNIA CORPORATION with its principal place of business at 2401 E. Katella Avenue, Suite 300, Anaheim, CA 92806 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing labor compliance monitoring and enforcement services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render planning professional services for labor compliance monitoring and enforcement services related to the City's Commercial Façade Improvement Program for the Downtown Property Business Improvement District. ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **March 19, 2025 to March 18, 2027** unless earlier terminated as provided herein. Consultant shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed **Nine Thousand Two Hundred and Thirty Four Dollars (\$9,234)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

Jane Freij, Labor Compliance Manager

3.3.5 City's Representative. The City hereby designates the Community and Economic Development Director or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Jane Freij, Labor Compliance Manager, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement as necessary to carry out the Project in a timely and prompt manner. Consultant agrees that if the Services are not completed within the aforementioned manner and/or pursuant to any such program times limits developed as part of the Project's implementation, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence"

form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions) (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall

include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

(D) **Workers' Compensation:** (1) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best’s rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel).

Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants.

Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to

commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business

hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **WILLDAN ENGINEERING**
374 Poli Street
Ventura, CA 93001
ATTN Jane Freij
Labor Compliance Manager
Email: jfreij@willdan.com

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Community & Economic Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this

Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
WILLDAN ENGINEERING**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SANTA PAULA

WILLDAN ENGINEERING

Approved By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

Dan Singer
City Manager

Approved as to Form:

By: _____

Its: _____

Monica Castillo
City Attorney

Printed Name: _____

Attested By:

By: _____

Its: _____

Julie Latshaw
City Clerk

Printed Name: _____

EXHIBIT A
SCOPE AND COST PROPOSAL

November 18, 2024

City of Santa Paula
970 East Ventura Street
Santa Paula, CA 93060

Attention: Mr. James Mason, Community & Economic Development Director

**Subject: Scope and Cost Proposal - Labor Compliance Monitoring and Enforcement
Services Commercial Façade Improvement Grant Program**

Dear Mr. Mason:

Willdan Engineering (Willdan) is pleased to submit this scope and fee proposal to the City of Santa Paula (City) for labor compliance monitoring and enforcement services related to the City's Commercial Façade Improvement Program for the Downtown Property Business Improvement District. The Program is currently seeking to pre-qualify contractors who will then be available to provide quotes to businesses who are selected to participate in the Program. We understand that individual construction projects will be awarded and implemented, each involving a combination of exterior repairs, painting, lighting, landscaping, and signage. The Program will use a combination of federal and state/local funds; both federal and state prevailing wage requirements will apply.

SCOPE OF WORK

Willdan proposes to provide the following scope of services to the City:

1. Verify that the Public Works Contract Award Information (DAS-140) and Request for Dispatch of an Apprentice (DAS-142) forms are submitted to local apprenticeship committees and/or unions, as appropriate.
2. Monitor contractor-submitted certified payroll records and compliance documents through email/mailed submissions or the City's electronic monitoring database, if available.
3. Verify with the U.S. Department of Labor and the State Division of Apprenticeship Standards that any worker listed on the certified payroll who receives less than the published hourly journeyman rate is registered in an apprenticeship program approved by the federal and state governments and is in possession of formal certification from both.
4. Verify that any payroll deductions are acceptable under applicable prevailing wage law.
5. Verify that payroll data is submitted to the Department of Industrial Relations (DIR) online Compliance Monitoring Unit (CMU) under the correct DIR project number, if this requirement is reinstated prior to the completion of the Program scope of work.
6. Verify the payment of the training contribution, as necessary.

7. Conduct site visit(s) to verify workforce utilization and to perform employee interviews, as scheduling permits.
8. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
9. Calculate any applicable underpayments due; obtain restitution payroll(s) plus proof of worker payment(s), as needed.
10. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor fails to comply with requests and requirements.
11. Provide regular updates to City, with particular emphasis on any request that has remained unresolved for 15 days or more. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
12. Maintain content and format of the labor compliance file in conformance with applicable government requirements.
13. Coordinate project file reviews by authorized county, state, and federal agencies.
14. Submit the complete labor compliance file to the City for retention.

PROPOSED FEE

Willdan proposes to complete the above services on an hourly not-to-exceed basis as follows:

Labor Compliance Manager – 6 hours @ \$183/hour =	\$1,098
Labor Compliance Specialist – 36 hours @ \$146/hour =	5,256
Field Support Technician – 24 hours @ \$120/hour =	<u>2,880</u>
Total	<u>\$9,234</u>

Please note: our fees are all-inclusive; the City will not be charged for copies, postage, mileage, parking, or any other incidental expenses. In addition, Willdan will invoice only for work performed. Finally, because our fees are “not to exceed” amounts, they take into account possible complications and contingencies; we often come in under budget, providing a direct saving to our clients.

Thank you for this opportunity to assist the City of Santa Paula. If you have any questions, please contact Ms. Jane Freij at (562) 364-8490 or jfreij@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Michael D. Bustos, PE, ENV SP
*Deputy Director, Construction
Management and Inspection*

910005/WW.00.40/P24-476_26896



Jane Freij
Labor Compliance Manager

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: RESOLUTION NO. 7561 ESTABLISHING THE MEASURE R OVERSIGHT COMMITTEE & ADOPTING OPERATING GUIDELINES

Date: March 19, 2025

Agenda Item: 10.E

RECOMMENDATION:

It is recommended City Council:

1. Adopt Resolution No. 7561 to establish the Measure R Oversight Committee and adopt Operating Guidelines; and
2. Take such additional, related action that may be desirable.

Prepared by: Jonathan Royas, Deputy City Manager

BACKGROUND:

On November 5, 2024, approximately 60% of Santa Paula voters approved Measure R, a one-cent local sales and use tax projected to generate approximately \$4.3 million annually. Measure R funds are required by law to remain in Santa Paula and be allocated exclusively for local services. Additionally, Measure R includes accountability provisions, such as public disclosure of all spending and annual independent financial audits, ensuring transparency and proper use of the funds.

Although Measure R does not mandate the creation of an oversight committee, on October 2, 2024, prior to the election, the City Council directed staff to return with options for establishing such a committee, within 90 days, if Measure R passed.

This item follows the City Council's March 5, 2025 discussion relative to the creation and role of a Measure R Oversight Committee.

ANALYSIS:

Over the course of three meetings (January 15, February 19, and March 5, 2025), the Council developed a series of guidelines covering the composition of the committee, eligibility to serve on the committee, the role of the committee, and the appointment of committee members, among other provisions.

Consistent with Council feedback from the March 5 meeting, staff made the following updates to the proposed guidelines:

- Section 1. Committee Purpose
 - Added clarifying text to ensure consistency with ballot language and included parts of the actual ballot measure language to the guidelines.
- Section 2. Composition and Qualifications
 - Modified language that the Committee shall consist of five (5) members from each District, however, if no member is identified, Council may choose a member-at-large.
 - Eliminated subsection "C" identifying selection of members from certain representative areas of the community (i.e. business, senior, youth, etc.)
- Section 4. Terms of Membership
 - Clarified staggered term language and added language that members will serve until a new appointment has been made.
- Section 6. Duties of the Committee
 - Modified language to "Public Budget Workshop" and removed the condition requiring attendance if requested by a Councilmember.

With the adoption of Resolution No. 7561, the Council would formally adopt the Measure R Oversight Committee Guidelines, which are attached as Exhibit A to the Resolution. The Resolution has also been amended to require Council review of the guidelines after the FY 25/26-26/27 budget cycle ends but before the FY 27/28-28/29 budget cycle ends. Additionally, with Council's approval on March 5, staff already began soliciting member applications from the community, due April 7, 2025, with interviews anticipated to be scheduled the week of April 14th.

STRATEGIC PLAN:

This item supports the City completing one of City Council's two-year Strategic Plan objectives as noted below:

Section B. Economic Development, Objective #1, Revenue Opportunities - Actively pursue revenue opportunities to increase the City's revenue base. A voter approved sales tax is estimated to generate approximately \$4,500,000 annually in revenue for the general fund to maintain and improve City services.

FISCAL IMPACTS:

There is no fiscal impact associated with this item, however there are minor costs associated with any new committees, especially Brown Act committees, should Council choose that option.

OPTIONS:

City Council has the following alternative options:

1. Provide further direction to staff on the formation of the Measure R Oversight Committee.

ATTACHMENTS:

[Reso_7561_Measure_R_Oversight_Committee___Op_Guidelines.docx](#)
[Measure_R_Guidelines_redline-c1 FINAL.docx](#)

ATTACHMENT A

RESOLUTION NO. 7561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ESTABLISHING THE MEASURE “R” OVERSIGHT COMMITTEE AND ADOPTING OPERATIONAL GUIDELINES

The City Council of the City of Santa Paula resolves as follows:

SECTION 1: The City Council finds and declares as follows:

- A. The City Council submitted to the voters of the City the Santa Paula Local Transaction and Use Tax for the election that was held on November 5, 2024. The voters of the City approved the Santa Paula Local Transaction and Use Tax ordinance as Measure R on the election ballot;
- B. The City Council wishes to create an oversight committee to ensure that the revenues generated by Measure R are expended in accordance with State law for City services and community priorities; and
- C. The City Council desires to establish the guidelines that govern the purpose, appointment and membership requirements for the Measure R Oversight Committee.

SECTION 2: The City Council adopts the Measure R Oversight Committee Guidelines, attached as Exhibit “A,” which is incorporated by reference, to establish the guidelines that govern the purpose, appointment, membership requirements, duties and procedures for the Measure R Oversight Committee.

SECTION 3: The City Council shall review the effectiveness of the Measure R Oversight Committee Guidelines no earlier than the end of the FY 25/26 – FY 26/27 budget cycle but no later than the end of the FY 27/28 – FY 28/29 budget cycle.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original resolutions.

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PASSED AND ADOPTED this 19th day of March, 2025.

Pedro A. Chavez,
Mayor

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

APPROVED AS TO CONTENT:

Dan Singer,
City Manager

CITY OF SANTA PAULA MEASURE R OVERSIGHT COMMITTEE GUIDELINES

Section 1. Committee Purpose

On November 5, 2024, Santa Paula voters enacted the Santa Paula Local One-Cent Sales and Use Tax (known as "Measure R"). Measure R incorporates accountability provisions such as public disclosure of all spending and annual independent audits. On March 5, 2025, the City Council resolved that an oversight committee would be appropriate to ensure that the revenues generated by Measure R are expended in accordance with the intention of the ballot measure put to the voters and State law as set forth below.

“City of Santa Paula Streets, Pothole Repair, City Services Measure. Shall the measure funding Santa Paula services such as accelerating repair of streets/potholes; preventing sinkholes; repairing sidewalks; maintaining 911 response; retaining local businesses; cleaning up public areas; maintaining storm drains/clean drinking water sources; offering youth programs; and for general government use...”

As approved by voters, Measure R revenue is not restricted to specific services and projects and may be used for general government use as approved by City Council. These Guidelines are intended to implement oversight provisions for Measure R.

The Measure R Oversight Committee will convene to review and report to the public and the City Council on the use of Measure R revenues and expenditures in conformance with budget allocations approved by the City Council. The Committee shall confine itself specifically to its obligations under Measure R. All monies from other sources shall fall outside the scope of the Committee's review.

Section 2. Composition and Qualifications

A. The Committee shall consist of five (5) members from each District, however, if no member is identified, Council may choose a member-at-large. Should a member move to another District in the City during their term, the member will be allowed to finish out the remainder of their term in their new District.

B. To be eligible to serve on the Committee, members must be:

- 18 years of age;
- A resident of the City;
- Not a public employee of the City of Santa Paula;
- Not currently serving as member of the Measure T Oversight Committee or a committee that recommends use of City funds; and
- Required to submit an annual statement of financial disclosure in compliance with the Political Reform Act, Government Code §§81000 *et seq.*

Section 3. Appointment Process

The City Council will appoint members through an open application process, followed by interviews with the full Council. Appointments are ratified by a majority vote during a public meeting.

Section 4. Term of Membership

Except for members appointed before the general election results in 2026, each member will serve a term of four (4) years, staggered, consistent with City Council elections (i.e. initially, three (3) members will serve a two (2) year term and two (2) members will serve a (4) year term). Members will serve until a new appointment has been made.

Members will not be compensated for service on the Committee.

Section 5. Committee Procedures

1. The Committee shall select a Chairperson and a Vice-Chairperson from among its members;
2. A simple majority of the Committee shall constitute a quorum;
3. The Committee shall meet at such times as the City Manager or City Finance Director convenes the Committee, or when the Chairperson of the Committee deems appropriate in order to fulfill the duties of the Committee;
4. By majority vote, the Committee may remove members who are not in attendance for two (2) consecutive meetings or are not present at greater than 50% of the Committee meetings over a 12-month period;
5. All Committee meetings will be held in compliance with the Ralph M. Brown Act, Government Code §§54950 *et seq.*

Section 6. Duties of the Committee

While the Committee is tasked with oversight of Measure R expenditures, ultimate Measure R spending decisions rest with the City Council. To that end, the Committee shall act in an oversight capacity to review revenues and expenditures generated by the Santa Paula Local One-Cent Sales Tax in order to ensure conformance with the budget allocation approved by the City Council. The Committee's specific duties are as follows:

- The Committee will meet after the Proposed Budget Document has been publicly published but prior to the first review by City Council to ensure that the revenues generated by Measure R are budgeted in accordance with State law for City services and community priorities.
- The Committee Chairperson, Vice-Chairperson, or committee member designee are encouraged to attend the first or second Public Budget Workshops to address any Council questions regarding Measure R spending and to report on the Committee's review.

- The Committee will annually prepare an independent report to the City Council regarding the revenue and expenditures of the Santa Paula Local One-Cent Sales and Use Tax in the fall of each fiscal year.

Section 7. Staff Assistance

The City Manager's Office and members of the Finance Department will provide technical and administrative assistance to the Committee.

Section 8. Relationship to Municipal Code

Santa Paula Municipal Code Sections 12.06 (Appointment Procedures), 12.07 (Removal By City Council), 12.08 (Organization), 12.09 (Non-Attendance), and 12.10 (Vacancy) will control in the event of a conflict with these Guidelines.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: INTRODUCTION OF ORDINANCE NO. 1343 AMENDING CHAPTERS 160 (DEVELOPMENT IMPACT FEES), 16.01 (ENACTMENT AND APPLICABILITY), 16.03 (ADMINISTRATION AND ENFORCEMENT), AND 16.05 (DEFINITIONS) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW, IDENTIFY AND CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Date: March 19, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing.
2. Waive first reading, read by title only, and introduce Ordinance No. 1343, entitled "An Ordinance amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) of the Santa Paula Municipal Code in order to reflect recent changes in State Law, identify and correct inconsistencies, outdated language and formatting, and finding the Ordinance exempt from the California Environmental Quality Act."

Presented by: Monica Castillo, City Attorney

BACKGROUND:

The Municipal Code has not undergone a comprehensive update since November 17, 1997. Since then, amendments have been adopted as needed to respond to changes in state law, sometimes resulting in internal inconsistencies within the Code and operational challenges.

Recognizing the need for a Code overhaul, one of the objectives City Council placed in the City's 2023-2025 Two-Year Strategic Plan (Goal G, Objective 2) is to review the City's Municipal Code to reduce irrelevant code sections and update the Development Code. This goal was also identified as a mid-level priority (2 out of 1-3) in the CityGate Associates report dated June 19, 2024 recommending that the City review development codes and state laws to update policies and procedures for discretionary planning approvals, licenses and permits.

On May 9, 2024, the City Council and Planning Commission held a joint study session for a

presentation on the comprehensive Municipal Code update, where they were asked to select one of three ways to approach the Municipal Code update. Option 3 was selected, directing staff and the City Attorney's office to begin with the Development Code (Title XVI) and simultaneously go through the other titles.

On September 30, 2024, the City Council and Planning Commission held a second joint study session. Members were presented with key areas of the Development Code that would need closer review and/or updating to comport with recent and upcoming state legislation. Among the ordinances identified was the City's accessory dwelling unit (ADU) ordinance. Thereafter, on November 20, 2024, the City Council adopted amendments to the City's ADU ordinance, and related code sections, to comport with ADU laws that would go into effect on January 1, 2025 – AB 2533 (2024) and SB 1211 (2024).

On February 25, 2025, the Planning Commission approved Resolution No. 3865 (Attachment B) recommending the City Council adopt an Ordinance amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) of the Santa Paula Municipal Code in order to reflect recent changes in State Law, identify and correct inconsistencies, outdated language and formatting, and finding the Ordinance exempt from the California Environmental Quality Act.

Ordinance No. 1343 (Attachment A), being considered for introduction this evening, reflects these recommendations by the Planning Commission, and comprises the second set of updates to the Development Code. Should the Ordinance be introduced at this meeting, it will return to the City Council at the April 2, 2025 meeting for approval on consent.

The proposed amendments are redlined in Exhibit A to Planning Commission Resolution No. 3865 (Attachment B).

ANALYSIS:

Amendments to Chapter 160 – Development Impact Fees

Effective January 1, 2025, Senate Bill (SB) 937 amends Government Code section 66007 of the Mitigation Fee Act ("Act") by introducing significant changes to the collection of development fees for certain residential projects.

Before and after SB 937, the Act contained a general rule that local agencies cannot impose fees or charges on residential developments to fund the construction of related public improvements or facilities until the date of final inspection or the date of certificate of occupancy issuance (whichever comes first). SB 937 now restricts the timing and amount of such fees for "designated residential development projects". For these projects, cities cannot do either of the following: (i) charge an amount for such fees and charges in excess of the amount that would have been paid had the fees and charges been paid prior to the issuance of building permits (i.e. building permit issuance freezes the amount of chargeable fees) or (ii) charge interest or other fees on any amount deferred under SB 937.

SB 937 defines "designated residential development projects" as those that meet any of the following criteria:

1. Projects that dedicate 100% of units (exclusive of a manager's unit or units) to lower-income households, as defined in Health and Safety Code section 50079.5;

2. Low barrier navigation centers that meet the requirements specified in Government Code section 65662;
3. Housing projects located in commercial zones that are subject to streamlined, ministerial approval under Assembly Bill 2011 (2022);
4. Mixed-use projects that are subject to streamlined, ministerial approval under Senate Bill 35 (2018);
5. Affordable housing projects that are located on land owned by religious or higher education institutions and that are subject to streamlined, ministerial approval under Senate Bill 4 (2023);
6. Projects entitled to a density bonus under subdivision (b) of Government Code section 65915, a provision of the Density Bonus Law (Gov. Code, § 65915 et seq.); or
7. Housing projects that include 10 or fewer units.

SB 937 includes a few exceptions from its general provisions relating to designated residential development projects, as follows:

1. Cities may still collect utility service fees related to connections at the time that they receive an application for service, provided that those fees do not exceed the costs incurred by the utility provider for the connection activities.
2. Cities may still collect development fees for public improvements or facilities prior to the issuance of the first certificate of occupancy or first temporary certificate of occupancy if construction of a particular project does not begin within 5 years of the issuance of the building permit for the project.
3. Cities may still require payment of development fees for public improvements or facilities prior to the issuance of the first certificate of occupancy or first temporary certificate of occupancy if either of the following apply:
 - a. The fees or charges are to reimburse the city for expenditures previously made to the extent those expenditures have not been paid or reimbursed by another party; or
 - b. Subject to limited exemptions for units included in a residential development meeting specified affordability levels, the city determines both of the following:
 - i. The fees or charges will be collected for one of the following: (i) public improvements or facilities related to providing water, sewer, wastewater, fire, public safety, or emergency services; (ii) roads, sidewalks, or other public improvements or facilities for the transportation of people that serve the development; or (iii) construction and rehabilitation of certain school facilities; and
 - ii. An account has been established and funds have been appropriated for such public improvements or facilities.

In addition to incorporating SB 937's changes in state law, the proposed amendments to Chapter 160 remove obsolete language and attempt to rewrite the impact fees ordinance in simpler terms.

Amendments to Chapters 16.01, 16.03, and 16.05

The proposed amendments to Chapters 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions) are a result of the City-initiated Municipal Code update. These chapters were identified to have contained inconsistencies, outdated language, and/or formatting errors. One representative proposed amendment is

replacing "Planning Director" occurrences with "Director", which is now defined as the "Community and Economic Development Director, or successor title given. "

ENVIRONMENTAL REVIEW:

The proposed ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA"), because it has no potential of resulting in physical change in the environment, directly or indirectly. Furthermore, under Title 14 of the California Code of Regulations, Section 15061(b)(3), this ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, the ordinance is creating regulatory schemes for activities that are already allowed under state law and is otherwise amending provisions of the municipal code for purposes of clarity and modernization.

STRATEGIC PLAN:

Reviewing the City's municipal code for updates and to reduce irrelevancy directly relates to Strategic Plan Goal *G.2 Municipal Code*.

FISCAL IMPACTS:

No direct fiscal impacts from this code update however the ordinance may impact the city's ability to collect interest for deferred impact fees on affordable residential development projects..

OPTIONS:

In addition to the recommended action, the City Council has available to it the following alternative options:

1. Do not introduce proposed Ordinance No. 1343 and direct staff to make substantive modifications.

ATTACHMENTS:

[A - Ordinance No. 1343 inc. Ex A - Updated SPMC Sections \(Clean\).pdf](#)

[B - PC Resolution No. 3865 inc. Ex. A - SPMC Update Batch 2 Redlines.pdf](#)

ATTACHMENT A

CC ORDINANCE NO. 1343
INC.

EX. A – REVISED SPMC SECTIONS (CLEAN)

ORDINANCE NO. 1343

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTERS 160 (DEVELOPMENT IMPACT FEES), 16.01 (ENACTMENT AND APPLICABILITY), 16.03 (ADMINISTRATION AND ENFORCEMENT), AND 16.05 (DEFINITIONS) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW, IDENTIFY AND CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING; AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Santa Paula does ordain as follows:

WHEREAS, the City of Santa Paula (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City of Santa Paula wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

WHEREAS, the City initiated a Municipal Code update in order to bring the entire code up to date, clarify appropriate uses within the City, and align with current State law; and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate standards that guide how land can be used and developed within cities; and

WHEREAS, in 2024, the California Legislature approved, and the Governor signed into law, SB 937, amending provisions of the Mitigation Fee Act which introduced changes to the collection of development fees for designated residential development projects; and

WHEREAS, Chapter 160 addresses the City’s Development Impact Fees and is in need of revisions in order to reflect SB 937’s changes; and

WHEREAS, Chapters 16.01, 16.03, and 16.05 were reviewed by staff and identified to contain inconsistencies, outdated language, and/or formatting issues; and

WHEREAS, on February 25, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on March 19, 2025, the City Council held a duly-noticed public hearing to consider the proposed Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the proposed Ordinance, (2) the policy considerations

discussed therein, and (3) the consideration and recommendation by the City's Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA"), because it has no potential of resulting in a physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, the Ordinance is creating regulatory schemes for activities that are already allowed under state law and is otherwise amending provisions of the municipal code for purposes of clarity and modernization.

SECTION 3: General Plan and Development Objectives. Pursuant to SPMC § 16.208.030(C), the City Council has reviewed the Planning Commission's recommendation, and finds that the proposed amendments are consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

- A. The proposed code amendment is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as described in Section 4.A. below.
- B. The purpose of Chapter 16.208 *Development Code Amendments* is to allow for amendment to the Development Code in recognition of the fact that physical, economic, and other conditions in the City may change over time. The proposed amendments to Chapters 160, 16.01, 16.03, and 16.05 recognize these changing conditions by removing inconsistencies and outdated terms, updating definitions, and updating the City's development impact fee ordinance to reflect current state law.

SECTION 4: Development Code Amendment Findings. Pursuant to SPMC §16.208.050, the City Council makes the following required findings of fact:

- A. *The proposed code amendment is consistent with the goals, policies, and objectives of the General Plan.* The proposed amendment is part of larger effort to update the Santa Paula Municipal Code. The proposed amendment is largely administrative in nature intended to remove inconsistencies, typographical errors, and outdated terms in the Development Code. Among other things, the amendments to Chapters 160, 16.01, 16.03, and 16.05, will also bring the City's

Development Code definitions and development impact fee ordinance current and compliant with recent state law. Nothing in the proposed amendment would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

- B. *The proposed code amendment will not adversely affect surrounding properties.* The proposed amendment will not adversely affect surrounding properties because the amendments are largely administrative in nature intended to remove inconsistencies and outdated terms in the Development Code. Among other things, the amendments to Chapters 160, 16.01, 16.03, and 16.05, will also bring the City's Development Code definitions and development impact fee ordinance current and compliant with recent state law.
- C. *The proposed code amendment promote public health, safety, and general welfare and serves the goals and purposes of Title 16.* The public health, safety, and general welfare will be promoted by removal of inconsistencies, typographical errors, and outdated terms in the Development Code. This in turn will help clarify for the public local land use rules applicable to their properties. Among other things, amendment to Chapters 160, 16.01, 16.03, and 16.05, will also bring the City's Development Code definitions and development impact fee ordinance current and compliant with recent state law. The goals and purposes of Title 16 are served because the amendments further the orderly development of land.

SECTION 5. Code Amendment. Chapters 160, 16.01, 16.03 and 16.05 of the Santa Paula Municipal Code are hereby amended and restated to read in their entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 6. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 970 E. Ventura Street, Santa Paula, California 93060.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

(Continues on next page)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Paula, at a regular meeting of the City Council held on the ____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA PAULA:

Pedro A. Chavez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Monica Castillo, City Attorney

EXHIBIT A

(follows this page)

CHAPTER 16.00: DEVELOPMENT IMPACT FEES

Section

- 16.00.10 Purpose
- 16.00.20 Applicability
- 16.00.30 Exemptions
- 16.00.40 Definitions
- 16.00.50 Notice and hearing requirements
- 16.00.60 Imposition of fees/automatic adjustment
- 16.00.70 Impact fee accounts
- 16.00.80 Use of impact fee proceeds
- 16.00.90 Refunds
- 16.00.100 Protests, appeals, and audits
- 16.00.110 Amendment procedures
- 16.00.120 Credits
- 16.00.130 Conflicts

Editor's Note:

This Ch. 16.00, formerly Ch. 160, was previously based on Ord. 1064, passed 4-7-03, Ord. 1065, passed 4-21-03, Ord. 1066, passed 4-21-03.

§ 16.00.10 PURPOSE.

This chapter is adopted pursuant to the city's police powers and the Mitigation Fee Act (Cal. Gov't Code §§ 66000 et seq.) for the purpose of establishing the categories of impact fees to be imposed on new development in order to defray the cost of new or rehabilitated public facilities, required, incrementally, by such development within the City, which are needed to accommodate the attendant growth in the City and to maintain an acceptable level of facilities and services for all areas within the City. The imposition of the respective impact fees ensures that new development projects bear a proportionate share of the cost of Public Facilities and service improvements necessary to accommodate such development, to the extent that such development creates impacts that require mitigation that may be offset by the respective type of impact fee. The imposition of impact fees through this chapter is necessary to protect the public health, safety, and welfare by ensuring the provision of adequate public facilities and public services.

(Ord. 1076, passed 11-3-03)

§ 16.00.20 APPLICABILITY.

(A) The standards in this chapter shall apply to all new development projects as defined in this chapter. The Mitigation Fee Act authorizes a city to impose impact fees as a condition of approval on a development project for the purpose of defraying all or a portion of the cost of public facilities related to such project. (B) Impact fees are hereby established to be imposed on new development within the City to pay a proportionate share of the reasonably estimated costs of public facilities related to bicycle, pedestrian, transportation, fire, police, library, parks and recreation (to the extent not covered by Quimby Fees), public administration, and storm drain facilities, to the extent impacted by a development project. The impact fees authorized by this chapter shall be used only for defraying costs associated with developing new or rehabilitating existing bicycle, pedestrian, transportation, fire, police, library, parks and recreation (to the extent not covered by Quimby Fees), public administration, and storm drain facilities, to the extent applicable, resulting from new development projects, and shall not exceed the reasonable estimated cost associated with providing those facilities.

(Ord. 1076, passed 11-3-03; Am. Ord. 1148, passed 12-5-05)

§ 16.00.30 EXEMPTIONS.

This chapter does not apply to:

- (A) Taxes and special assessments;
- (B) Fees for processing development applications;
- (C) Fees for enforcing regulations;
- (D) Fees collected under development agreements;
- (E) Fees imposed pursuant to a reimbursement agreement between the city and a property owner for that portion of the cost of a public facility paid for by the property owner which exceeds the need for the public facility attributable to, reasonably related to, and roughly proportional to the development;
- (F) Fees to mitigate impacts on the environment; or
- (G) Fees imposed, levied or collected by other governmental agencies including subdivisions of the state and federal government.

(Ord. 1076, passed 11-3-03)

§ 16.00.40 DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter:

BENEFIT AREA means the geographic area within which impact fees are collected and expended for a particular type of capital improvement serving development projects within such area.

CAPITAL IMPROVEMENT means public facilities for the storage, treatment or distribution of water; for the collection, treatment, reclamation or disposal of sewage; for the collection and disposal of stormwaters and for watershed preservation purposes; for purposes of transportation and transit, including without limitation, streets, street lighting and traffic-control devices and supporting improvements, roads, overpasses, bridges, airports, and related facilities; for parks and recreational improvements; for public safety, including police and fire facilities; for schools and child care facilities; for libraries and public art; for public buildings of all kinds; and for any other capital project identified in the city's Capital Improvements Plan. CAPITAL IMPROVEMENT also includes design, engineering, inspection, testing, planning, legal land acquisition and all other costs associated with construction of a public facility.

CAPITAL IMPROVEMENTS PLAN means the long term plan for capital improvements, adopted by the City Council, describing the approximate location, size, time of availability and estimated cost of capital improvement projects and identifies sources of funding for capital improvement projects.

CAPITAL IMPROVEMENTS PROJECT LIST means the list attached to a Council resolution setting the base fee amount for each specific impact fee. The list must describe the approximate location, size, time of availability and estimated cost of each capital improvement to be funded from a particular impact fee account.

COLLECTION means the point in time at which the impact fee is actually paid over to the city.

COMMITMENT means earmarking impact fees to fund or partially fund capital improvements serving new development projects.

DESIGNATED RESIDENTIAL DEVELOPMENT PROJECT means a residential development project that meets any of the below criteria set forth in Cal. Gov't Code § 66007(c)(4):

- (1) Projects that dedicate 100 percent of units, exclusive of a manager's unit or units, to lower income households, as defined by Section 50079.5 of the Health and Safety Code; or
- (2) Low barrier navigation centers that meet the requirements specified in Cal. Gov't Code Section 65662; or
- (3) Housing projects located in commercial zones that are subject to streamlined, ministerial approval under Assembly Bill 2011 (2022); or

(4) Mixed-use projects that are subject to streamlined, ministerial approval under Senate Bill 35 (2018); or

(5) Affordable housing projects that are located on land owned by religious or higher education institutions and that are subject to streamlined, ministerial approval under Senate Bill 4 (2023); or

(6) Projects entitled to a density bonus under subdivision (b) of Gov't Code Section 65915; or

(7) Housing projects that include 10 or fewer units.

DWELLING UNIT means one or more rooms in a building or a portion of a room, designed, intended to be used, or actually used for occupancy by one family for living and sleeping quarters, and containing one kitchen only, and includes a mobile home, but not hotel or motel units.

IMPACT FEE means any monetary exaction imposed by the city as a condition of or in connection with approval of a development project for the purpose of defraying all or some of the cost of, or repayment of costs previously expended from city funds for, capital improvements relating to the project. An impact fee may be imposed as a condition of approval for a development project or as a generally applicable development fee.

IMPOSE means to determine that a particular development project is subject to the collection of impact fees as a condition of development approval.

NEW DEVELOPMENT or **DEVELOPMENT PROJECT** means and includes any project undertaken for the purpose of development, including without limitation a project involving the permit issuance for construction, reconstruction, or change of use, but not a project involving permit issuance for operating, remodeling, rehabilitating, or improving an existing structure, nor the rebuilding of a structure destroyed or damaged through natural disaster, nor the replacement of one mobile home with another on the same pad if no dwelling unit is added.

NONRESIDENTIAL DEVELOPMENT PROJECT means all development other than residential development projects.

PUBLIC FACILITY has the same meaning as set forth in Cal. Gov't Code § 66000(d), which includes public improvements, public services, and community amenities.

RESIDENTIAL DEVELOPMENT PROJECT means any development undertaken to create a new dwelling unit or units.

TEMPORARY CERTIFICATE OF OCCUPANCY has the same meaning as set forth in Cal. Gov't Code § 66007(f).

(Ord. 1076, passed 11-3-03)

§ 16.00.60 IMPOSITION OF FEES/AUTOMATIC ADJUSTMENT.

(A) Except as otherwise provided, persons submitting applications seeking approval for new development projects must pay the city impact fees, in an amount set by City Council resolution, as a condition for the city to approve such development projects.

(B) Except as provided in Section 16.00.40, impacts fees are due at the time of the final inspection or the date the certificate of occupancy is issued, whichever occurs first in accordance with Cal. Gov't Code § 66007(a).

(C) Except as provided in Section 16.00.40, utility service fees may be collected at the time an application for service is received in accordance with Cal. Gov't Code § 66007(a).

(D) Pursuant to paragraph (A) of Subsection 16.227.010(g)(1), no impact fee is required for one accessory dwelling unit under 750 square feet in size.

(E) Unless otherwise revised, the impact fees established by this chapter will be automatically adjusted on an annual basis at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the Consumer Price Index for the Los Angeles metropolitan area. The first impact fee adjustment cannot be made before a minimum of ten months after the effective date of the ordinance adding this chapter to the code.

(F) On or before May 1 of each year the Ventura County Fire Protection District Division Chief, or designee, must provide to the City Manager, or designee, a revised schedule for impact fees previously approved by the City Council and subject to the annual automatic adjustment authorized by this section.

(G) On or before June 1 of each year the City Manager, or designee, must publish the revised fee schedule by any reasonable means including, without limitation, posting such schedule on the city's website.

(H) Beginning on January 2, 2015 and again every three years afterwards, the City Manager, or designee, must cause a study to be completed for reviewing all impact fees imposed by the city and proposing new or increased impact fees. This study must be presented to the city council for consideration on or before the city council's regular second meeting in May.

(Ord. 1076, passed 11-3-03; Am. Ord. 1196, passed 10- 20-08; Am. Ord. 1237, passed 8-15-11)

§ 16.00.70 IMPACT FEE ACCOUNTS.

(A) The city must establish an impact fee account for each benefit area and for each type of capital improvement for which an impact fee is imposed. Impact fees collected must be deposited in each such account according to type of improvement and benefit area. The funds of the account cannot be commingled with the city's other funds. Any account previously established for the deposit of funds which would have been developer

impact fees under this chapter are deemed an impact fee account for the purposes of this chapter.

(B) Each impact fee account must be interest- bearing and the accumulated interest will become a part of the account.

(C) The funds of each account will be expended within the benefit area exclusively for the capital improvements for which the impact fees were collected.

(D) For each separate account the City must within 180 days after the last day of each fiscal year make to the public available the information contained in Cal. Gov't Code § 66006(b).

(Ord. 1076, passed 11-3-03)

§ 16.00.80 USE OF IMPACT FEE PROCEEDS.

Impact fees may be expended only for the type of capital improvements for which they were imposed, calculated, and collected and according to the time limits and procedures established in this chapter. Impact fees may be used to pay the principal, interest and other costs of bonds, notes and other obligations issued or undertaken by or on behalf of the city to finance such improvements.

(Ord. 1076, passed 11-3-03)

§ 16.00.90 REFUNDS.

(A) Except as described in this section, upon application of the property owner, the city must refund that portion of any impact fee which has been on deposit over five years and which is unexpended and uncommitted. The refund will be made to the then current owner or owners of lots or units of the development project or projects, provided that the then current owner submits an application for a refund to the city within 180 days before the five year period expires.

(B) If fees in any impact fee account are unexpended or uncommitted, starting with the fifth fiscal year after the first deposit into the account or fund, and every subsequent five years, the City Council must make the findings required by Cal. Gov't Code § 66001(d) for maintaining funds on deposit. If the Council makes such findings, the fees are exempt from the refund requirement.

(C) The city may issue refunds through direct payment; offsetting the refund against other impact fees due for development projects by the owner on the same or other property; or otherwise by agreement with the owner. If the costs of refunding the impact fees would exceed the amount refunded, the city may instead comply with Cal. Gov't Code § 66001(f).

(Ord. 1076, passed 11-3-03)

§ 16.00.100 PROTESTS, APPEALS, AND AUDITS.

All protests, appeals, and audits must be conducted in accordance with the procedures contained in the Mitigation Fee Act (commencing at Cal. Gov't Code §§ 66020 et seq.).

(Ord. 1076, passed 11-3-03)

§ 16.00.110 AMENDMENT PROCEDURES.

At least once each year, before the City Council's adoption of the budget and revisions to the Capital Improvements Project List, the City Manager, or designee, must report to the City Council with:

(A) Recommendations for amendments to this chapter and to other parts of this code and to resolutions establishing impact fees;

(B) Proposals for changes to the Capital Improvements Project List, identifying capital improvements to be funded, in whole or in part, by impact fees;

(C) Proposals for changes in the boundaries of benefit areas; and

(D) Proposals for changes to impact fee rates and schedules.

(Ord. 1076, passed 11-3-03)

§ 16.00.120 CREDITS.

(A) A property owner who dedicates land or agrees to participate in an assessment district or otherwise contributes funds for capital improvements, as defined in this chapter, may be eligible for a credit for such contribution against the impact fee otherwise due.

(B) (1) The City Engineer must determine whether:

(a) The contribution meets capital improvement needs for which the particular impact fee has been imposed;

(b) The contribution will substitute for or otherwise reduce the need for capital improvements anticipated to be provided with impact fee funds; and

(c) The value of the developer contribution.

(2) In no event, however, will the credit exceed the amount of the otherwise applicable impact fee.

(C) Any application for credit must be submitted at or before the time of development project approval on forms provided by the city. The application must contain a declaration of those facts, under oath, along with the relevant documentary evidence which qualifies the property owner for the credit.

(Ord. 1076, passed 11-3-03)

§ 16.00.130 CONFLICTS.

In the event of a conflict between the provisions of this chapter and the provisions of any other ordinance or resolution establishing or amending impact fees, the provisions of this chapter govern.

(Ord. 1076, passed 11-3-03)

§ 16.00.140 FEES FOR DESIGNATED RESIDENTIAL DEVELOPMENT PROJECTS.

(A) *Applicability.* This Section shall apply only to Designated Residential Development Projects for which an application is submitted to the City on or after January 1, 2025.

(B) *Collection of Impact Fees.*

- (1) Subject to the limitations set forth in Subsection (B)(3), Impact Fees for Designated Residential Development Projects are due on the date that the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first. However, this provision shall not apply if construction of the Designated Residential Development Project does not begin within five years of the date upon which the building permit is issued.
- (2) Notwithstanding Subsection (B)(1) of this Section, utility service fees related to connections for Designated Residential Development Projects may be collected at the time an application for service is received, provided that those fees do not exceed the costs incurred by the utility provider resulting from the connection activities.
- (3) Notwithstanding Subsection (B)(1) of this Section, and subject to the limitations set forth in Subsection (B)(4), Impact Fees for a Designated Residential Development Project are due at the time of the final inspection or the date that the certificate of occupancy is issued, whichever occurs first, if either of the following conditions are met:
 - i. The Impact Fees are to reimburse the City for expenditures previously made to the extent those expenditures have not been paid or reimbursed by another party; or
 - ii. The City Engineer, or his or her designee, determines both of the following:
 1. The Impact Fees will be collected for any of the following public improvements or facilities:
 - a. Public improvements or facilities related to providing water service to the residential development;

- b. Public improvements or facilities related to providing sewer or wastewater service to the residential development;
 - c. Public improvements or facilities related to providing fire, public safety, and emergency services to the residential development;
 - d. Roads, sidewalks, or other public improvements or facilities for the transportation of people that serve the development, including the acquisition of all property, easements, and rights-of-way that may be required to carry out the improvements or facilities; or
 - e. Construction and rehabilitation of school facilities, if a school district has a five-year plan pursuant to subdivision (c) of Section 17017.5 of Education Code; and
 - 2. An account has been established and funds appropriated for the public improvements or facilities described in Subsection (B)(3)(ii)(1) of this Section.
- (4) Except for Impact Fees levied pursuant to Chapter 6 (commencing with Section 17620) of Part 10.5 of Division 1 of Title 1 of the Education Code, and subject to the following limitations, Subsection (B)(3) of this Section shall not apply to units reserved for occupancy by lower income households included in a Designated Residential Development Project proposed by a housing developer in which at least 49 percent of the total units are reserved for occupancy by lower income households, as defined in Section 50079.5 of the Health and Safety Code, at an affordable rent, as defined in Section 50053 of the Health and Safety Code.
- i. For Impact Fees exempted from Subsection (B)(3) of this Section pursuant to this Subsection (B)(4), the developer may elect to post a performance bond or a letter of credit from a federally insured, recognized depository institution to guarantee payment of such Impact Fees. If the developer does not post a performance bond or letter of credit pursuant to this paragraph, the City may collect any Impact Fees subject to this paragraph that are not paid at the time the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first, in accordance with the procedure set forth in Cal. Gov't Code § 66007(c)(2)(B)(iii)(II). However, this paragraph shall not apply to Designated Residential Development Projects that dedicate 100 percent of units, exclusive of a manager's unit or units, to lower income households, as defined by Section 50079.5 of the Health and Safety Code, and have a recorded regulatory agreement with the California Tax Credit Allocation Committee, the California Debt Limit Allocation

Committee, or the Department of Housing and Community Development.

- ii. Notwithstanding anything to the contrary in this Section, Impact Fees exempted from Subsection (B)(3) of this Section under this Subsection shall become immediately due and payable when the Designated Residential Development Project no longer meets the requirements of this Subsection.

(C) *Amount of Fees.* Notwithstanding any other provision of this Chapter, the amount of the fees and charges assessed for Designated Residential Development Projects under this Section shall be the same amount as would have been paid had the fees and charges been paid prior to the issuance of building permits, and the City shall not charge interest or other fees on any amount deferred until the time of the final inspection or the date that the certificate of occupancy is issued, whichever occurs first, pursuant to Subsection (B)(3).

(D) *Multi-Dwelling Developments.* If a Designated Residential Development Project contains more than one dwelling, the City Engineer, or his or her designee, may determine whether the impact fees shall be paid on a pro rata basis for each dwelling when it receives its certificate of occupancy, on a pro rata basis when a certain percentage of the dwellings have received their certificate of occupancy, or on a lump-sum basis when all the dwellings in the development receive their certificate of occupancy.

(E) *Failure to Pay Impact Fees.* In addition to all other remedies allowed by applicable law, the City Engineer, or his or her designee, is authorized to withhold a certificate of occupancy or a temporary certificate of occupancy for a Designated Residential Development Project until payment of Impact Fees in accordance with this Section is received.

CHAPTER 16.01: ENACTMENT AND APPLICABILITY

Section

16.01.010	Authority
16.01.020	Short title
16.01.030	Purpose
16.01.040	Terminology
16.01.050	Relationship to General Plan
16.01.060	Relationship to other regulations
16.01.070	Relationship to California Environmental Quality Act
16.01.080	Effect of the Development Code
16.01.090	Interpretation
16.01.100	Severability of any portion of the Development Code

§ 16.01.010 AUTHORITY.

Title XVI (Development Code) is adopted pursuant to Article XI, Section 7 of the Constitution of the State of California and in compliance with the requirements of Title 7 of the Cal. Gov't Code, Division 1, Planning and Zoning Law, and Division 2, Subdivision Map Act, for the purpose of promoting health, safety, and general public welfare.

(Ord. 1100, passed 7-6-04)

§ 16.01.020 SHORT TITLE.

Title XVI will be known as "The City of Santa Paula Development Code" and may be referred to as the "Development Code".

(Ord. 1100, passed 7-6-04)

§ 16.01.030 PURPOSE.

(A) The purposes of the Development Code include:

- (1) To promote and protect the public health, safety, and welfare of the people of the City of Santa Paula;
- (2) To safeguard and enhance the appearance and quality of development of the City of Santa Paula;

(3) To provide for the social, physical, and economic advantages resulting from comprehensive and orderly planned use of land resources;

(4) To conserve, stabilize, and protect the value of property in the City of Santa Paula;

(5) To provide adequate improvements and utilities in the City of Santa Paula; and

(6) To divide the City of Santa Paula into zones of such number, shape, and area as may be deemed appropriate and necessary to carry out the provisions of the Development Code and provide for its enforcement.

(B) The provisions contained in the Development Code will apply to all real properties contained within the corporate limits of the City of Santa Paula.

(Ord. 1100, passed 7-6-04)

§ 16.01.040 TERMINOLOGY.

Words, terms, and phrases used in this ordinance will have the meanings usually ascribed to them, or as defined or used in state planning, zoning, and subdivision laws, or as defined in Chapter 16.05, Definitions, of this ordinance. For the purposes of the Development Code, unless the context clearly indicates otherwise, certain terms used in the Development Code are defined as follows:

(A) Words in the present tense include the future;

(B) Words in the singular number include the plural;

(C) Words in the plural number include the singular;

(D) The terms “shall” and “will” and “must” are mandatory;

(E) The term “City Council” means the City Council of the City of Santa Paula;

(F) The term “Planning Commission” means the Planning Commission of the City of Santa Paula;

(G) The term “his” is gender neutral and means his or her;

(H) The term “City” means the City of Santa Paula; and

(I) The term “General Plan” means the City of Santa Paula General Plan.

(Ord. 1100, passed 7-6-04)

§ 16.01.050 RELATIONSHIP TO GENERAL PLAN.

The Development Code is intended to provide the legislative framework to implement the goals, policies, plans, principles, and standards of the City of Santa Paula General Plan.

(Ord. 1100, passed 7-6-04)

§ 16.01.060 RELATIONSHIP TO OTHER REGULATIONS.

(A) The provisions of the Development must not be interpreted to repeal, amend, modify, alter, or change any other code that is not specifically repealed, amended, modified, altered, or changed.

(B) Nothing in the Development Code will be interpreted to authorize the use of a lot or parcel in any way that is in violation of any other applicable statute, code, or regulation.

(C) Whenever the provisions of the Development Code are different from the provision of any other ordinance or adopted code, the more restrictive provisions will apply, except as the same may be superseded by resolution or ordinance.

(D) The rights granted by any permit, license, or other approval under any ordinance repealed by the Development Code will be continued, but in the future, to the extent permitted by law, such rights will be exercised in accordance with the provisions of the Development Code.

(E) The provisions of the Development Code are not intended to abrogate any easements, covenants, or other existing agreements which are more restrictive than the provisions of the Development Code.

(Ord. 1100, passed 7-6-04)

§ 16.01.070 RELATIONSHIP TO CALIFORNIA ENVIRONMENTAL QUALITY ACT.

When a project is determined to be subject to the provisions of the California Environmental Quality Act (CEQA), the application will be reviewed in accordance with the provisions of the Development Code, the California Environmental Quality Act (Cal. Pub. Res. Code §21000 et seq.), the CEQA Guidelines (Cal. Gov't Code §15000 et seq.), and any environmental guidelines adopted by the City of Santa Paula.

(Ord. 1100, passed 7-6-04)

§ 16.01.080 EFFECT OF THE DEVELOPMENT CODE.

(A) *General application.* No person is permitted to use any premises except as specifically permitted by and subject to the regulations and conditions of the Development Code. Except as otherwise provided herein, wherever the Development Code prohibits the use of premises for a particular purpose, those premises and any improvements on those premises must not be used for that purpose, and no structure or improvement may be constructed, altered, or moved onto the premises which is designed, arranged, or intended to be occupied or used for that purpose.

(B) *City of Santa Paula exempt.* Agencies of the City of Santa Paula will be exempt from the provisions of the Development Code when the City Council makes the following findings:

(1) That reasonable attempts have been made to comply with the regulations contained in the Development Code; and

(2) That the strict and literal interpretation and enforcement of the Development Code would inhibit the city's ability to maintain public health, safety, and general welfare in a particular instance; and

(3) That the granting of the exemption will not be detrimental to the public health, safety, and general welfare or materially injurious to properties or improvements in the vicinity.

(C) *Buildings under construction.* Any building for which a building permit has been issued under the provisions of an earlier ordinance of the city which is in conflict with the Development Code, and on which substantial construction has been performed by integration of materials on the site before the effective date of the Development Code, nevertheless may be continued and completed in accordance with the plans and specifications upon which the permit was issued.

(Ord. 1100, passed 7-6-04)

§ 16.01.090 INTERPRETATION.

The provisions of the Development Code will be interpreted and applied as the minimum requirements and the maximum potential limits for the protection of the public health, safety, comfort, convenience, and general welfare.

(Ord. 1100, passed 7-6-04)

§ 16.01.100 SEVERABILITY OF ANY PORTION OF THE DEVELOPMENT CODE.

If any chapter, section, subsection, subdivision, sentence, clause, phrase, or portion of the Development Code is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of the Development Code. The City Council hereby declares that it would have adopted the Development Code and each chapter, section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more chapter, sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

(Ord. 1100, passed 7-6-04)

CHAPTER 16.02: ADMINISTRATION AND ENFORCEMENT

Section

- 16.02.010 Planning Commission administers and interprets regulations
- 16.02.020 Director responsibilities
- 16.02.030 Building Official responsibilities
- 16.02.040 City Engineer responsibilities

§ 16.02.010 PLANNING COMMISSION ADMINISTERS AND INTERPRETS REGULATIONS.

In accordance with state planning and zoning law, Cal. Gov't Code §65000 et seq., the Planning Commission of the City of Santa Paula will administer this Title 16 and amendments thereto. The Planning Commission will have the authority and responsibility to hear and act upon all matters as specified in Chapters 16.200 through 16.234 (Administration of the Development Code) of this Title 16 and any other responsibilities authorized by Chapter 32 (Departments, Boards, Commissions and Agencies) of the Santa Paula Municipal Code.

(Ord. 1100, passed 7-6-04)

§ 16.02.020 DIRECTOR RESPONSIBILITIES.

(A) The Director or the designee will have the authority and responsibility to hear and act upon all matters as specified in Chapters 16.200 through 16.234 (Administration of the Development Code) of this Title 16.

(B) The Director will have the authority to interpret the use provisions applicable to each zone district, using the zone district descriptions contained in Chapters 16.07 through 16.33 (Zoning Districts, Land Use Regulations and Development Standards) of this Title 16. In the event that a specific use or type of use is not listed, the Director will have the authority to determine which listed use is most similar to the proposed use and thereby determine whether the use is permitted, permitted subject to Conditional Use Permit review and approval, permitted as a temporary use, or prohibited. In determining "similarity," the Director will make all of the following findings:

(1) The proposed use must meet the intent of, and be consistent with the goals, objectives and policies of the general plan;

(2) The proposed use must meet the stated purpose and general intent of the district or zone in which the use is proposed to be located;

(3) The proposed use must not adversely impact the public health, safety and general welfare of the city's residents; and

(4) The proposed use must not be of greater intensity, density or generate more environmental impact, than those uses listed in the permitted uses section.

(C) Any applicant, interested person, or public official may appeal any decision of the Director to the Planning Commission in accord with the procedures set forth in Chapter 16.206 (Appeals and Revocations) of this Title 16.

(Ord. 1100, passed 7-6-04)

§ 16.02.030 BUILDING OFFICIAL RESPONSIBILITIES.

The Building Official or the duly authorized representative will be responsible for the enforcement of the provisions of this Title 16 which pertain to the construction, moving, conversion, alteration, or addition of and to structures and associated improvements to the lots on which they are located.

(Ord. 1100, passed 7-6-04)

§ 16.02.040 CITY ENGINEER RESPONSIBILITIES.

The City Engineer or the duly authorized representative will be responsible for the enforcement of the provisions of this Title 16 which pertain to the subdivision of land or other action authorized by the Subdivision Map Act (Cal. Gov't Code §66410 et seq.).

(Ord. 1100, passed 7-6-04)

§ 16.02.050 CLARIFICATION OF AMBIGUITY.

If ambiguity arises concerning the appropriate classification of a particular use within the meaning and intent of this Title 16, or if ambiguity exists with respect to matters of height, yard requirements, area requirements, or zone boundaries as set forth herein, it will be the duty of the Director to ascertain all pertinent facts, and to set forth in writing the findings and the interpretations. The Director can refer the matter to the Planning Commission as a scheduled matter not requiring public hearing, for written findings and interpretations.. Thereafter, the interpretations by the Director or Planning Commission will be maintained in a file and govern.

(Ord. 1100, passed 7-6-04)

CHAPTER 16.03: DEFINITIONS

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§ 16.03.010 GENERAL.

(A) For the purposes of the Development Code, certain words, phrases, and terms used herein will have the meaning assigned to them by this chapter.

(B) For general terminology used throughout the Development Code, refer to 16.01.040 (Terminology). For terminology used in the Development Code but not defined in this chapter or in 16.01.040, the definitions used in the California Building Code or accepted dictionaries of the English language will govern (Webster’s Collegiate Dictionary, Tenth Edition).

(Ord. 1100, passed 7-6-04)

§ 16.03.020 “A” DEFINITIONS.

ABOVE GROUND/ON GROUND SWIMMING POOL - See “Swimming Pool.”

ABUT or **ABUTTING LAND** - A parcel of land having a common boundary with another parcel of land, including parcels which have no common boundary other than a common corner.

ACCESS - The place or way by which pedestrians and vehicles will have safe, adequate, and usable ingress and egress to a property or use required by the provisions of the Development Code.

ACCESSORY BUILDING - Attached or detached subordinate building, the use of which is customarily incidental to that of the main building or to the main use of the land and which is located on the same lot with the main building or use.

ACCESSORY USE - A use customarily incidental and accessory to the principal use of a lot or a building or other structure located upon the same lot as the accessory use.

ACREAGE, GROSS - The total land area within a defined boundary before the exclusion of public rights-of-way, public parks, and public school sites.

ACREAGE, NET - That portion of gross acreage exclusive of public streets and all public lands and rights-of-way. The area within the lot lines of a lot exclusive of any dedications for public rights-of-way, public parks, and public school sites.

ADDITION - Any construction that is attached to an existing building or facility and which increases the size or capacity of a building or facility in terms of site coverage, height, length, width, or gross floor area.

ADJOINING - Refers to a lot or parcel of land which shares all or part of a common lot line with another lot or parcel of land.

ADULT BUSINESSES AND ENTERTAINMENT ENTERPRISES - Definitions relating to adult businesses and entertainment enterprises are contained in 16.54.010.

AFFORDABLE HOUSING COSTS - The housing cost (including principal, interest, taxes and homeowner association assessments, if applicable) of those ownership units targeted for very low-, low- or moderate income households which cost will not exceed 30% times 50% of the county median household income adjusted for family size appropriate for the unit for very low-income households, 30% times 70% of the county median household income adjusted for family size appropriate for the unit for low- income households, and 35% times 110% of the county median household income adjusted for family size appropriate for the unit for moderate income households as specified in Cal. Health & Safety Code 50052.5.

AFFORDABLE RENTS - The rent for those units targeted for very low-, low and moderate income households, which will not exceed 30% times 50% of county median household

income, adjusted for family size appropriate for the unit for very low-income households, 30% times 60% of county median household income, adjusted for family size appropriate for the unit for low-income households, and 30% times 110% of county median household income, adjusted for family size appropriate for the unit for moderate-income households as specified in Cal. Health & Safety Code 50053.

AFFORDABLE SALE PRICE - The price that can be financed by a fixed rate mortgage where the monthly payment meets the definition of affordable housing costs in this subchapter. The monthly payment will include the principal plus interest plus taxes plus homeowner's association fees (if applicable).

AFFORDABLE UNITS - Those dwelling units which will be guaranteed by the developer to be rented or sold for a period of time, agreed to by the city and developer, to moderate-, low- or very low-income households.

AGRICULTURE - The science and art of farming, producing crops, floriculture, horticulture, and the work of cultivating the soil.

ALLEY - Any public thoroughfare for the use of pedestrians or vehicles, not less than 10 feet nor more than 30 feet wide, which has been deeded or dedicated to the city as a secondary means of access to abutting property.

AMUSEMENT CENTER or **ARCADE** - Any business, store, or location, with the exception of bowling alleys and pool halls, in which more than three amusement devices are placed, whether or not the operation of the devices is primary or accessory to the business, store, or location. A bowling alley or pool hall will be considered an **AMUSEMENT CENTER** or **ARCADE** if more than ten amusement devices are in the location, or if there are three or more amusement devices that cover 50% or more of the public floor area.

AMUSEMENT DEVICE - Any electrically or mechanically operated instrument, machine, device, computer or equipment which is activated, operated, or used by means of payment, or by means of inserting a coin, token, slug, or other device into a slot or receptacle, or are rented for periods of time, and which may be operated by the public for use as a game, entertainment, or amusement whether or not skill is involved. **AMUSEMENT DEVICES** will not include jukeboxes, vending machines, coin-operated pool tables, or riding machines for small children.

ANIMAL, PET - An animal that is not inherently dangerous, but is kept for pleasure, companionship or security purposes rather than for husbandry.

ANIMAL SHELTER - Any public or private facility in which five or more dogs or domesticated animals over the age of four months are kept, maintained or rehabilitated for the primary purpose of facilitating transfer of ownership of such animals to off-premise individuals.

ANTENNA, SATELLITE OR DISH - Any exterior or external receiving device whose purpose is to receive communications or other signals from a transmitter relay, whether

from land based transmitters or from satellites in planetary orbit in space, including cell phone towers and other apparatus such as bands and all structures to hold such apparatus.

ANTIQUE STORE or SHOP - A commercial business that sells bonafide antiques, which are defined as items over 40 years old, or collectable items manufactured within the last 40 years.

APARTMENT - One or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit in a building containing two or more dwelling units for rent.

ASSEMBLY (LARGE SCALE) - Means putting together parts for a finished large-scale product including, without limitation, aircraft, and agricultural equipment assembly.

ASSEMBLY (SMALL SCALE) - Means putting together parts for a finished small-scale product including, without limitation, electronic instruments, small appliances, cabinet and carpenter shops, electric welding and electroplating.

ASSEMBLY HALL - A building, or portion of a building, used for large scale public or private gatherings of people. For example and without limitation, assembly halls including private educational facilities; clubs; lodges; and similar kinds of facilities whether available for public or private use.

AUTOMATIC TELLER MACHINE - An automated device that performs banking or financial functions at a location within, auxiliary to, or remote from the controlling financial institution or branch office.

AUTOMOBILE REPAIR GARAGE - Any facility that provides general repair services to automobiles, including body repairs, engine overhaul, upholstery work, parts rebuilding and like activities.

AUTOMOBILE SERVICE STATION - A retail place of business where fuel for motor vehicles is offered for sale to the public, and that may or may not include the incidental provision of services such as minor automobile repair, lubricating service or car wash, or the incidental sale of other petroleum products, tires, batteries, and other automotive accessories. AUTOMOBILE SERVICE STATIONS may also include the incidental sale of items commonly associated with the operation of a mini-mart, such as snacks and beverages, with the exception of alcoholic beverages unless permitted under a conditional use permit.

AUTOMOBILE WRECKING - The dismantling or destruction of one or more automobiles, motorcycles or any other motor vehicles.

AVIARY - A collection of more than five ornamental or song birds on a parcel, not including birds kept or maintained for commercial purposes or poultry.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1167, passed 11-20-06)

§ 16.03.030 “B” DEFINITIONS.

BANK - See “financial institutions”.

BAR - Any facility licensed by the State of California which restricts entry to persons of legal drinking age, as established by state law, at which the sale of alcoholic beverages, including beer, wine, and mixed drinks, is provided for consumption on the premises.

BASEMENT - That portion of a building between the floor and ceiling which is partly or wholly underground. A basement will be counted as a story for the purpose of height measurement where more than one-half of its height is above grade.

BED AND BREAKFAST INN - a single-family, owner-occupied detached dwelling which provides only transient lodging in not more than five rooms with a maximum stay of 14 consecutive nights. A **BED AND BREAKFAST INN** may provide no food or beverage service for the transient guests other than breakfast provided in the areas of the dwelling commonly used by the resident family for the consumption of food.

BEDROOM - Any habitable room used, or intended or designed to be used for sleeping purposes, provided such room has a minimum size of 70 square feet.

BOARDINGHOUSE or **ROOMINGHOUSE** - A building or portion thereof which is used to accommodate, for compensation, three or more boarders or roomers, not including members of the occupant's immediate family, who might be occupying such building.

BODY OF WATER - A swimming pool, spa, hot tub, human-made lake, fish pond, or any similar feature capable of containing water 18 inches deep or deeper, but not including plumbing fixtures (such as bathtubs), natural lakes, streams, or human-made irrigation or flood-control channels.

BUILDING - Any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, chattel, or property of any kind.

BUILDING CODE - The current edition of the California state adopted building regulations, and city amendments to such regulations.

BUILDING or **LOT COVERAGE** - The percentage of the net lot area that is covered by all the buildings and structures on a lot, including garages and covered patios, balconies, decks that are elevated more than five feet above the natural grade, staircases that lead to a second story, parking areas and driveways. **LOT COVERAGE** will not include uncovered porches and steps, walkways, and grade level patios completely separated from driving and parking areas by a 5-foot wide landscape area.

BUILDING FRONTAGE - The side of a building containing the primary pedestrian entrance. If multiple primary entrances exist, the frontage is the side facing the street with

the highest classification in the Circulation Element of the General Plan. If all streets have the same classification, the frontage is the side with the smallest linear dimension containing a primary entrance.

BUILDING HEIGHT - The vertical distance from the average finished grade to the highest point of the structure, but exclusive of vents, air conditioners, chimneys, or other such incidental appurtenances.

BUILDING MATERIALS YARD - A use providing for the sales and/or distribution of supplies or construction materials ordinarily associated with building or construction activity, either private or commercial.

BUILDING SITE - Any parcel, or portion of a parcel, that supports or is proposed to support a structure, structures, or use, and including all required yards, open space and parking.

BUNGALOW COURT - A group of three or more detached one-story, one-family or two-family dwellings located upon a single lot, together with all open spaces as required by the Development Code, but not including tourist courts or motels.

BUSINESS - A use or activity involving the sale or rental of goods or the sale or furnishing of services of any kind in exchange for a form of compensation.

BUS SHELTER - Any structure located in the public right-of-way that covers or contains bus benches.

(Ord. 1100, passed 7-6-04)

§ 16.03.040 “C” DEFINITIONS.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) - Cal. Pub. Res. Code §§ 21000 et seq. that requires state, regional, county, and local agencies to conduct environmental review for any discretionary activity proposed to be carried out or approved by those agencies.

CAMPGROUND, PUBLIC - A designated public area for temporary occupancy by recreational vehicles, tents, or other camping equipment.

CARPORT - A permanent roofed structure with not more than three enclosed sides used or intended to be used for automobile shelter and storage.

CAR WASH, FULL SERVICE - A structure containing employees and facilities for washing automobiles using a chain conveyor or other method of moving the cars along, or manual, automatic or semiautomatic application of cleaner, brushes, rinse water, and heat for drying. Car-washing employees are located at a full-service car wash.

CAR WASH, SELF-SERVICE - A structure containing facilities for washing stationary automobiles, including the semiautomatic application of cleaner, rinse water, and possibly heat for drying. No car-washing employees are located at a self-service car wash.

CATERING SERVICE - An establishment that prepares and delivers food for consumption off the premises (e.g. banquets or luncheons). A **CATERING SERVICE** may contain kitchen facilities and may also provide dining supplies such as place settings, tablecloths, and beverage dispensers.

CHECK CASHING SERVICE - Any business where checks are cashed for additional fee or surcharge, excluding banks, savings-and-loans and credit unions that are licensed or chartered by the state or federal government.

CHILDREN - Persons under the age of 18.

CHURCH - Any building utilized primarily as a place of worship or for conducting religious services, and including accessory uses such as fellowship halls, offices, and permitted classrooms. Such building must be fully enclosed with walls, including windows and doors, and must conform to applicable legal requirements affecting design and construction.

CLINIC - An organized outpatient health facility for human patients who remain therein less than 24 hours.

CLUB - Any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.

COMMERCIAL USE - See "Use, Commercial Retail" and "Use, Commercial Service."

COMMERCIAL VEHICLE - Any vehicle classified by the State of California as a commercial vehicle pursuant to Cal. Veh. Code §260 and 35701 et seq.

COMMISSION - The Planning Commission of the City of Santa Paula.

COMMUNITY APARTMENT PROJECT - As defined in Cal. Civil Code 1351(d).

COMMUNITY CARE FACILITY - Any facility, place, or building where six or more persons live together which is maintained and operated to provide nonmedical residential care, day treatment, or foster family agency services for children, adults, or children and adults, including, but not limited to, physically handicapped, mentally impaired, mentally incompetent persons, abused or neglected people, and substance abusers; which includes residential facilities, day treatment facilities, foster family homes, small family homes, social rehabilitation facilities, community treatment facilities, shelters for battered women, substance abuse treatment facilities and social day care facilities.

COMPENSATION - Compensation in money, services or other things of value.

CONDITIONAL USE - A use permitted on a particular site and within a zone only upon a finding by a discretionary body that such use in a specified location will comply with all the conditions and standards for the location or operation of such use as specified in this ordinance and authorized by the City Council.

CONDITIONAL USE PERMIT - An approval that is required for a use to be carried out in a particular zone that is not a use permitted by right. Each application is considered on its individual merits.

CONDOMINIUM - The interior airspace of two or more dwelling units that are individually owned and where the balance of the property is owned in common by the owners of the units served by separate utilities.

CONDOMINIUM CONVERSION - The development of land and existing structures as a condominium, regardless of the present or prior use of such land or structures, and regardless of whether substantial improvements have been made to such structures.

CONGREGATE CARE HOUSING - A multi-family residential facility with shared kitchen facilities, deed-restricted or restricted by an agreement approved by the city for occupancy by low or moderate income households, designed for occupancy for periods of six months or longer, providing services which may include meals, housekeeping and personal care assistance as well as common areas for residents of the facility.

CONTAINER - A bin, used either for commercial or private residential purposes, provided by an approved solid waste collector for the accumulation and collection of solid waste, recyclable materials, and green waste from any premises in the city.

CONVALESCENT HOME or HOSPITAL - A state-licensed facility that provides long-term nursing, dietary, and other medical services, except surgery or primary treatments customarily provided in a hospital, to convalescents or invalids.

CONVENIENCE STORE - See "Mini-market."

COUNCIL - The City Council of the City of Santa Paula

COUNTY MEDIAN HOUSEHOLD INCOME - The annual income figure, adjusted for household size, as published by the U.S. Department of Housing and Urban Development (HUD) or the California Department of Housing and Community Development (HCD), or any successor agency, which represents the "middle" of the income range in the County of Ventura. The median income figure indicates that half of all households have incomes larger than that value, and half have less.

COUNTY MEDIAN MONTHLY INCOME - The county median household income divided by 12.

COVERAGE - See "Building or Lot Coverage"

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.050 “D” DEFINITIONS.

DANCE STUDIO - Any facility in which classes are offered and held on a regular basis that teach the techniques of any dance, aerobic routine, martial art, or other similar activity for compensation. Such use may include facilities for the occasional recital performance of such classes for persons enrolled in the class.

DAY CARE CENTER, CHILD - Any child day care facility other than a family day care home. **DAY CARE CENTERS** include infant centers, nursery schools, day nurseries, preschools, extended day care facilities, school-age child care centers and employer-sponsored child day care centers.

(Cal. Health & Safety Code 1596.76)

DAY CARE CENTER, EMPLOYER- SPONSORED CHILD - Any child day care facility at the employer's site of business operated directly or through a provider contract by any person or entity having one or more employees, and available exclusively for the care of children of that employer, and of the officers, managers, and employees of that employer.

(Cal. Health & Safety Code 1596.771)

DAY CARE FACILITY, CHILD - A facility that provides non-medical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. **CHILD DAY CARE FACILITY** includes day care centers, employer-sponsored child day care centers, and family day care homes.

(Cal. Health & Safety Code 1596.750)

DAY CARE HOME, LARGE FAMILY - A private home that is licensed by the State of California as a large family day care home to provide family day care, in the provider's own home, of up to 14 children, including children under the age of 10 years who reside at the home.

(Cal. Health & Safety Code 1597.46)

DAY CARE HOME, SMALL FAMILY - A private home that is licensed by the State of California to provide family day care, in the provider's home, of up to eight children, including children under the age of ten years who reside at the home. See Cal. Health & Safety Code 1597.45 .

DECK - A flat floored platform, can be at different levels, covered by building code if 30 inches above adjacent grade.

DEFENSIBLE SPACE - DEFENSIBLE SPACE is a design concept that promotes site planning and building design features aimed toward preventing safety and security problems.

DENSITY - The total number of permanent residential dwelling units per acre of land, exclusive of all existing public streets and rights-of-way.

DENSITY BONUS - Definitions relating to density bonus provisions are contained in Chapter 16.13.

DEPARTMENT STORE - A retail facility that sells clothing, jewelry, accessories, furniture, or other household items through a variety of separate departments, owned by a single corporate entity and operated entirely within one building or structure as one commercial use.

DEPENDENT HOUSING - See “Second Dwelling Unit.”

DESIGN ASSISTANCE COMMITTEE - A five-person committee that is advisory to the Historic Preservation Commission.

DESIGN REVIEW COMMITTEE - The committee comprised of the Director, the Building and Safety Official, the City Engineer, the Public Works Director, the Police Chief, and the Ventura County Fire Protection District Division Chief, or their designees, established for the purpose of reviewing development applications for compliance with the provisions of the Development Code, as set forth in Chapter 16.226 (Design Review).

DETACHED BUILDING - Any building that is not physically joined to another building by a common wall.

DEVELOPMENT PROJECT - A DEVELOPMENT PROJECT consists of one or more of the following:

(1) A project for which a building permit is required for a commercial, industrial, or institutional structure.

(2) A project for which a building permit is required for residential structures. For the purposes of requiring common areas for solid waste collection, a residential development project is a structure containing four or more dwelling units.

DEVELOPMENT SITE - See “Building Site.”

DIRECTOR - The Community and Economic Development of the City of Santa Paula, or successor title given. The Director is the chief administrator of the Community and Economic Development Department. The Director also serves as the secretary to the Planning Commission.

DORMITORY - A building used partially for sleeping and eating accommodations and where such facilities are related to educational or public institutional use, including religious institutions, fraternities or sororities.

DRIVEWAY - A private roadway or access way providing vehicular access to a parking space, parking lot, garage, dwelling, or other structure.

DROUGHT-TOLERANT PLANT MATERIAL - Those plants that tolerate heavy clay to sandy soil with the use of limited supplemental water. Said plants are able to thrive with deep, infrequent watering once their root systems are established (3 to 12 month average time period). Plants include those that are indigenous to (native and non-native plant species) areas of limited natural water supply with weather and soil conditions roughly similar to the City of Santa Paula..

DRUG STORE - A store where the primary business is the filling of medical prescriptions and the sale of drugs, medical devices and supplies, and non- prescription medicines, but where non-medical products such as cards, candy, and cosmetics are also sold.

DRY CLEANING PLANT - A facility where dry cleaning is performed on the premises. A **DRY CLEANING PLANT** may also contain retail laundry service.

DRY CLEANING SERVICE - A business which offers retail laundry service, but at which no dry cleaning services are performed on the premises.

DWELLING GROUP - Two or more dwellings, boarding or rooming houses, or any combination thereof, located on one lot.

DWELLING, MULTIPLE-FAMILY - A building containing two or more dwelling units. More than one dwelling on a parcel will be considered a multi-family use.

DWELLING, SINGLE-FAMILY ATTACHED - A dwelling unit occupied or intended for occupancy by only one family that is structurally connected with at least one other such dwelling unit. See definition of townhouse.

DWELLING, SINGLE-FAMILY DETACHED - A detached building containing no more than one dwelling unit occupied or intended for occupancy by only one family, provided only one such dwelling unit is located on a lot.

DWELLING, TWO-FAMILY OR DUPLEX - A building containing no more than two dwelling units.

DWELLING UNIT or **DWELLING** - Any building or mobile home or portion thereof, including a manufactured home or portion thereof, which contains the following: sleeping and eating areas, sanitation as required by City Code, and one kitchen area.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06)

§ 16.03.060 “E” DEFINITIONS.

EASEMENT- A legal right given by the owner of land to another party for specific limited use of that land.

EDUCATIONAL INSTITUTION – Has the same meaning as defined in Cal. Ed. Code § 22129, or is any accredited public or private institution whose primary purpose is to provide classroom teaching and includes a high school, trade or vocational school or college, community college, or other college or university.

ELECTRIC VEHICLE CHARGING STATION - Has the same definition given in Chapter 16.77 (Electric Vehicle Charging Systems; Streamlining Permitting).**EMERGENCY SHELTER** – Has the same meaning as defined by the U.S. Department of Housing and Urban Development (HUD), or is any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless..

(Ord. 1100, passed 7-6-04)

§ 16.03.070 “F” DEFINITIONS.

FAMILY - One or more persons, related or unrelated, living together as a single housekeeping unit.

FARM ANIMAL - Any horse, cow, llama, sheep, goat, rabbit, hen, rooster, or other poultry.

FARMWORKER HOUSING - Housing specifically for persons employed in the agricultural industry, to include group quarters, single room occupancy, and multifamily housing. Such housing must be restricted by deed for occupancy by farmworkers. See also Migrant Farmworker Housing.

FENCE - A solid or open barrier other than a wall above ground intended to enclose or mark a boundary, usually made of posts and wire or wood.

FINAL MAP – See Chapter 16.80 (Subdivision Regulations).

FINANCIAL INSTITUTION - An establishment or facility for the custody, loan, exchange, or issue of money; for the extension of credit; and for facilitating the transmission of funds. This definition specifically excludes check cashing business and pawnshop.

FIRE CHIEF – The Ventura County Fire Protection District Division Chief, or any successor title given, whose jurisdiction includes the City of Santa Paula.

FIRE CODE – The current edition of the California state adopted fire code regulations, and city amendments to such regulations.

FLAGPOLE - A freestanding pole, vertical post, or a structure attached to a building or to the roof of a building on a parcel of record and used for the sole purpose of displaying flags of political entities or apolitical groups.

FLOOR AREA RATIO - The total gross area of all buildings on a lot divided by the lot area (FAR). For the purpose of calculating floor area, floor area will (1) not include exterior

courts, garages, carports, elevator shafts, and stairwells; and (2) be calculated based on the exterior faces of walls.

FOOD PROCESSING - Means all the activities of manufacturing food and beverages for human consumption or for animal feeds, including, without limitation, creameries, flour mills, frozen food lockers, fruit and vegetable canning, freezing, packing and preserving plants, ice and cold storage plants, and agricultural packing, canning, or processing plants.

FRONTAGE - That portion of a lot, parcel or site that abuts a dedicated public street.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1167, passed 11-20-06)

§ 16.03.080 “G” DEFINITIONS.

GARAGE, PRIVATE - An accessory building, or an accessory portion of the main building, designed and used primarily for the shelter or storage of operable vehicles owned or operated by the occupants of the main building and having a minimum of four walls.

GARAGE, PUBLIC - A building, other than a private garage, used for the storage, care, repair or servicing of motor vehicles.

GARBAGE - All refuse, discarded materials or food of any kind, or any putrid or offensive organic matter, except manure or fertilizer used for agricultural purposes.

GENERAL PLAN - The General Plan of the City of Santa Paula, adopted pursuant to the State of Cal. Gov't Code §65301 et seq. and adopted by the City Council.

GRADE - The average of the finished ground level at the center of all walls of a building. In the event walls are parallel to and within five feet of a sidewalk, the ground level will be measured at the sidewalk.

GRANNY FLAT - See “Second Dwelling Unit.”

GROSS FLOOR AREA - The total dimensions on each floor as measured from the outside wall.

GROSS LOT (OR LAND) AREA - The total dimensions on the lot as measured along property lines.

GROUP HOME - Any facility of any capacity which provides 24-hour care and supervision to children in a structured environment with such services provided at least in part by staff employed by the licensee. The care and supervision provided by a group home must be nonmedical except as permitted by Cal. Welfare & Institutions Code §17736(b).

GROUP QUARTERS - A facility that houses groups of unrelated persons not living in households (U.S. Census definition). Examples of **GROUP QUARTERS** includes institutions, dormitories, shelters, military quarters, assisted living facilities and other quarters, including single-room occupancy (SRO) housing, where five or more unrelated individuals are housed.

GUESTHOUSE - An accessory building, attached or detached from the primary building, which is destined to be occupied by one or more guests for temporary lodging. A guesthouse contains no kitchen facilities and is not an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, as defined in Santa Paula Municipal Code Section 16.277.010.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06)

§ 16.03.090 “H” DEFINITIONS.

HARDSCAPE - Decorative elements that may be combined with landscaping to satisfy the landscaping requirements of the Development Code. Hardscape elements include, but are not necessarily limited to, natural features such as rock and stone; and structural features such as walkways, fountains, reflecting pools, swimming pools, art works, screens, walls, fences, benches, and crushed granite.

HAZARDOUS MATERIALS - Any material defined as a “hazardous waste” pursuant to Cal. Health & Safety Code §25117.

HAZARDOUS MATERIALS FACILITY - Defined pursuant to the Cal. Health & Safety Code §25117.1.

HISTORIC PRESERVATION COMMISSION - A five-person commission appointed by the City Council to carry out Chapter 16.34 Historical Property Agreements of the Development Code, and any other responsibilities directed by the City Council. The Planning Commission serves as the Historical Preservation Commission.

HOME OCCUPATION - Any commercial activity conducted entirely within a particular dwelling or in an approved habitable accessory building by one or more of the inhabitants of the property and up to one non-resident employee. **HOME OCCUPATIONS** are uses that do not interrupt or interfere with the general nature or character of the residential neighborhood.

HOSPITAL - A health facility having a duly-constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services.

HOT TUB - See “Spa.”

HOTEL - An establishment which is open to transient guests, in contradistinction to a roominghouse, and which provides customary hotel services including maid service, the

furnishing and laundering of linen, telephone and secretarial or desk service, and where no individual kitchen facilities are provided, whether known as a hotel or motel.

HOUSEHOLDS - All persons living in a housing unit whether or not they are related (U.S. Census Definition). A single person living in an apartment as well as a family living in a house is considered a **HOUSEHOLD**. **HOUSEHOLD** does not include individuals living in dormitories, prisons, convalescent homes, or other group quarters.

HOUSEHOLDS, LOW-INCOME - Those households whose gross annual income does not exceed 80% of the county median household income, as defined in Cal. Health & Safety Code §50079.5.

HOUSEHOLDS, MODERATE-INCOME - Those households whose gross annual income does not exceed 120% of the county median household income, as defined in Cal. Health & Safety Code §50093.

HOUSEHOLDS, VERY LOW-INCOME - Those households whose gross annual income does not exceed 50% of the county median household income, as defined in Cal. Health & Safety Code §50105.

(Ord. 1100, passed 7-6-04; Am. Ord. 1192, passed 6-16-08)

§ 16.03.100 “I” DEFINITIONS.

IMPROVEMENT - Any construction, building, paving, or landscaping activity that materially adds to the value of a facility, substantially extends its useful life, or adapts it to new uses. Repairs performed for the purpose of maintaining a facility in good operating condition but which do not materially add to the value of a facility or substantially extend its useful life are not considered IMPROVEMENTS.

INDUSTRIAL USE - See “Use, Industrial”.

INSTITUTIONAL USE - See “Use, Institutional”.

(Ord. 1100, passed 7-6-04)

§ 16.03.110 “J” DEFINITIONS.

JUNK YARD or **SALVAGE YARD** - Any area, lot, parcel, building, or structure, or part thereof, used for the storage, collection, processing, purchase, sale, or abandonment of junk or unwanted inorganic materials. Junk and salvage yard uses also include the baling of cardboard, cardboard boxes, paper, and paper cartons.

(Ord. 1100, passed 7-6-04)

§ 16.03.120 “K” DEFINITIONS.

KENNEL - Any lot or premises on which five or more dogs or domesticated animals at least four months of age are kept, boarded, or trained for the off-premise owners of such animals, except veterinary clinics, hospitals, and animal shelters.

KITCHEN - Any room used or intended or designed to be used for cooking or the preparation of food, including any room having a sink and either a three-fourths-inch gas opening or provision for an electric stove.

(Ord. 1100, passed 7-6-04)

§ 16.03.130 “L” DEFINITIONS.

LABOR CAMP - Any place, area, or building where living accommodations are maintained or intended for persons performing agricultural or other types of labor on property other than property owned or leased by the owner of such accommodations.

LANDSCAPING - Unless otherwise defined elsewhere in the Development Code, the planting, including replanting in case of death, disease, disfigurement or dismemberment, of live trees, shrubs and ground cover which, at the time of planting, are healthy, vigorous, and free of diseases, and of a species that is able to thrive in the environment and soil type in which it is planted, and maintenance thereof sufficient to sustain plant life, including an underground irrigation system with a useful life of not less than 10 years. **LANDSCAPING** also includes hardscape and artificial surfaces when interspersed with shrubs and/or trees.

LAUNDROMAT - An establishment providing washing and drying machines on the premises for rental use to the general public for laundering of clothes.

LAUNDRY SERVICE - An establishment that cleans, washes, and dries clothes or other cloth materials, either brought in and carried away by the customer or collected and delivered primarily by the laundry service employees. A **LAUNDRY SERVICE** does not contain dry cleaning facilities.

LOADING SPACE - An off-street space or berth that is on the same lot as the building(s) it services; abuts a street, alley, or other appropriate means of access; and is used for the temporary parking of a commercial vehicle that is being loaded or unloaded with merchandise, materials, or people.

LODGE - See “Club.”

LOT - Land which is:

(1) A parcel of real property shown as a delineated parcel of land with a number or other designation on a final map of subdivision recorded in the office of the County Recorder of Ventura County; or

(2) A parcel of land which was a recorded parcel separate from any adjacent parcel of land and was indicated as a separate parcel on the records of the

Ventura County Assessor on November 3, 1960, provided such parcel has legally recorded access to a public street, either directly or by way of an access strip at least 20 feet in width, which is topographically traversable by vehicular traffic; or

(3) A parcel of land created subsequent to November 3, 1960, pursuant to a lot split or parcel map approved by the Planning Commission of the city and, in the case of a parcel map, duly recorded in the office of the County Recorder of Ventura County.

LOT AREA - The area enclosed within the lot lines of a lot. For the purposes of computing the permitted number of units in residential zones, however, **LOT AREA** will mean the net area remaining in the lot after required dedications for public streets are made and the area necessary for private streets and main access driveways are deducted.

LOT, CORNER - A lot or parcel of land situated at the intersection of two or more streets or highways, which streets or highways have an angle of intersection, measured within such lot or parcel of land, of not more than 135° (see Figure 5-1 of this section).

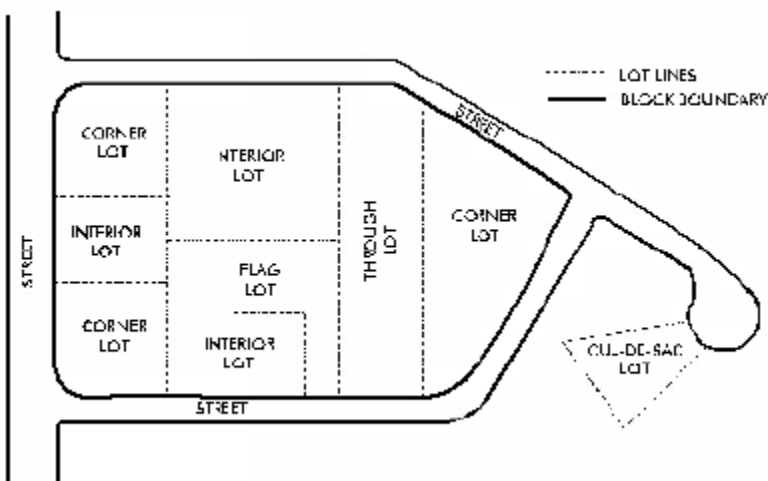


Figure 5-1

Lot Types

LOT, CUL-DE-SAC - A lot located at any position on the circular portion of a cul-de-sac street (see Figure 5-1 of this section).

LOT DEPTH - The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

LOT, FLAG - A lot having access to a public or private roadway by a narrow, private right-of-way or easement and where the buildable portion of the lot is located to the rear of another lot or lots (see Figure 5-1 of this section).

LOT, INTERIOR - A lot having lots adjoining on two sides (see Figure 5-1 of this section).

LOT, KEY - The first interior lot to the rear of a reverse corner lot, whether or not separated by an alley.

LOT LINE, FRONT - The property line dividing a lot from a street. On a corner lot only one street line will be considered as a front line. The shorter street frontage will be considered the front lot line. On a flag lot, the front lot line will also include the line dividing the lot from the street fronting parcel(s). In the case of lots without street frontage, the Director will designate the front lot line.

LOT LINE, REAR - The lot line most nearly parallel to the front lot line.

LOT LINE, SIDE - Any lot lines other than front lot lines or rear lot lines.

LOT, REVERSE CORNER - A corner lot in which the rear lot line abuts the side lot line of at least one adjacent lot.

LOT, SUBSTANDARD - Any lot that does not meet the minimum dimensions required by the Development Code.

LOT, THROUGH - A lot, other than a corner lot, having frontage on two parallel streets (see Figure 5-1 of this section).

LOT WIDTH - The horizontal distance between the side lot lines, measured at right angles to the depth at a point midway between the front and rear lot lines.

LOW-WATER-FLOW IRRIGATION - A system of watering plant material using drip/trickle, reduced water emitting devices, low precipitation heads, soaker lines, or other similar mechanisms that restricts the amount of water in gallons per minute to allow for deep percolation into the soil.

(Ord. 1100, passed 7-6-04)

§ 16.03.140 "M" DEFINITIONS.

MANUFACTURING, GENERAL - A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental processing of extracted or raw materials.

MANUFACTURING, HEAVY - Means establishments engaged in the mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts and the blending of materials. Examples of manufacturing uses include, without limitation, the following: aircraft, heavy equipment, boat buildings, bottling plants, paint mixing plants (not employing a boiling process), machine shops (except punch presses of over 20 tons rated capacity, drop hammers and automatic screw machines), the manufacture of the following: billboards and advertising structures; electric or neon signs; ceramic products; clothing or garments; cosmetics; perfumes and toiletries; drugs and pharmaceuticals; electronic instruments and devices; radios;

televisions and phonographs; food products (except the rendering or refining of fats and oils); furniture; musical instruments; toys; prefabricated buildings; shoes; soap (cold mix only); and textiles. In addition, establishments engaged in electronic, automotive, aerospace, underwater, missile, airframe or related manufacturing and assembly activities including precision machine shops producing parts, accessories, assemblies, systems, engines, major components and whole electronic or electrical devices, automobiles, aircraft, missiles, aerospace or underwater vehicles, or similar products but specifically excluding explosive fuels and propellants.

MANUFACTURING, LIGHT) - Means establishments that involve only assemblage of materials created or produced elsewhere; that do not require chemical transformation or blending of chemical or liquid materials including, without limitation, electronic instruments, small appliances, blacksmith shop, sheet metal shops, and stone monument works.

MIGRANT FARMWORKER HOUSING - Housing specifically for migrant persons employed in the agricultural industry, to include group quarters and multifamily housing. Such housing must be restricted by deed for occupancy by migrant farmworkers.

MINI-MARKET - A retail facility that sells a variety of products for consumption off-premises, including but not limited to food and beverages, snacks, alcoholic beverages, household goods, magazines, and accessory automobile supplies.

MINI-WAREHOUSE - A structure containing separate storage spaces of at least 80 square feet each that are designed to be leased or rented individually to store and remove personal or business property.

MOBILE HOME - A structure that conforms with the definition set forth in Cal. Health & Safety Code 18008.

MOBILE HOME PARK or **SUBDIVISION** - A parcel (or contiguous parcels) of land divided into two or more mobile home lots for sale or rent.

MOBILE HOME PARK CONDOMINIUM CONVERSION - Includes, without limitation, a change of any existing mobile home park or any portion thereof to condominium, stock cooperative, or any form of ownership wherein spaces within the mobile home park are to be sold, and the cessation of use of all or a portion of the park as a mobile home park, whether immediately or on a gradual basis, or the closure of the park. **CONVERSION** does not include the purchase of the park by its existing residents.

MOBILE HOME SPACE - A plot of ground within a mobilehome park or subdivision designed to accommodate one mobile home.

MOBILE RECYCLING UNIT - An automobile, truck, trailer, or van licensed by the Department of Motor Vehicles which is used for the collection of recyclable materials, or the bins, boxes, or containers transported by such vehicles for the collection of recyclable materials.

MOTEL - See "Hotel."

MULCH - Non-rubberized shredded or chipped wood from tree branches, tree trunks, uncontaminated wood products, or lumber. This material is often mixed with leaves and grass clippings for optimal effect.

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.150 "N" DEFINITIONS.

NEWSRACK - Any self-service coin-operated box, container, storage unit or other dispenser designed, used or maintained for the display or sale of any written or printed material, including, without limitation, newspapers, news periodicals, magazines, books, pictures, photographs and records.

NONCONFORMING LOT - Any subdivision of land that was lawfully established and in compliance with all applicable ordinances and laws at the time the property was subdivided or developed, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which the property is located.

NONCONFORMING STRUCTURE - Any structure, building or improvement that was lawfully established and in compliance with all applicable ordinances and laws at the time it was erected, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which it is located.

NONCONFORMING USE - A use or activity of land that was lawfully established and in compliance with all applicable ordinances and laws at the time it was undertaken, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which the use is located.

NURSERIES AND HORTICULTURE, RETAIL - Land, gardens, orchards, or greenhouses used to raise flowers, shrubs, and plants, including the sale of those items on the premises.

(Ord. 1100, passed 7-6-04)

§ 16.03.160 "O" DEFINITIONS.

OCCUPANCY, CHANGE OF - A discontinuance of an existing use and substitution therefor of a use of a different kind or class.

OFFICE - An office in which professional or consulting services are provided, such as in the fields of law, architecture, design, engineering, accounting, and similar professions.

OPEN SPACE - Any parcel or area of land or water set aside, dedicated, designated, or reserved for public or private use or enjoyment.

OPEN SPACE, COMMON USABLE - Land areas within a multiple-dwelling project not occupied or intruded upon by any structure, staircase or overhang, which may be used for scenic or recreational purposes by all the residents of the project. COMMON USABLE OPEN SPACE does not include land areas occupied by streets, driveways, parking areas, service areas, required front yards or required side yards abutting a street.

OPEN SPACE, PRIVATE USABLE - Areas within a multiple-dwelling project not occupied or intruded upon by any structure, which are devoted exclusively to the private recreation and leisure use of the residents of one dwelling unit and does not include any space within a dwelling unit.

OVERLAY ZONE - A zone established by ordinance that may be applied to properties only when combined with an underlying zone. Developments within the overlay zone must conform to the requirements of both zones or the more restrictive of the two.

(Ord. 1100, passed 7-6-04)

§ 16.03.170 “P” DEFINITIONS.

PARCEL - An area of land, the boundaries of which have been legally established in conformance with the California Subdivision Map Act.

PARCEL MAP - PARCEL MAP will be defined as set forth in the Chapter 16.80 (Subdivision Regulations).

PARKS - A public park or recreational area, owned or operated by the city, the county, the state, the federal government, nonprofit or public agency.

PARKING LOT, PUBLIC - A parking lot for motor vehicles created to serve the public either as a separate business or as an accessory use to a business, whether owned by a governmental agency or by a private person or business.

PARKING SPACE - A space, clearly delineated on the ground or pavement, of dimensions required elsewhere in the Development Code, to be used for the parking or stopping of motor vehicles.

PARKING SPACE, COVERED - A parking space located within a garage, carport, parking structure, or similar structure that provides protection from the elements in the form of a roof.

PARKING SPACE, GARAGE - A covered parking space provided within an enclosed structure, with a closing and locking door, whose primary use is the storage of vehicles.

PARKING SPACE, OFF-STREET - A permanent parking space for a vehicle which is designed to city standards and not located on a dedicated street right-of-way.

PARKING SPACE, ON-STREET - A parking space for a vehicle which is designed to city standards and located on a dedicated street right-of-way.

PARKING SPACE, OPEN - A parking space located in a designated area which meets the dimension requirements of the Santa Paula Municipal Code but does not provide any protection from the elements in the form of a carport, parking structure, garage, or other structure.

PATIO - A deck or paved area not extending above the first floor level of a building and open to the sky.

PATIO COVER - A covered shelter for outdoor recreational activities, which meets the standards set forth in the Building Code.

PAWN SHOP - A business that lends money at interest in exchange for valuable personal property as security.

PERMANENT STRUCTURE - Any object having a solid foundation or fixed location on the ground.

PERMIT - Written governmental permission granted by an authorized official, empowering the holder of the permit to engage in one or more activities not forbidden by law, but not allowed without such governmental authorization.

PERMITTED USE - Any use allowed in a zone by right and subject to the restrictions applicable to that zone.

PERSON - Any individual, firm, association, partnership, political subdivision, government agency, municipality, public or private corporation or any other entity whatsoever.

PET SHOP - Any premises primarily used for the sale of household pets and supplies.

PLANNED RESIDENTIAL DEVELOPMENT - Two or more dwelling units, including dwelling units in developments commonly known as town or row-housing, condominiums and cluster housing, together with related land, buildings, and structures, planned and developed as a whole single development operation or a programmed series of operations in accordance with detailed, comprehensive plans encompassing such elements as the circulation pattern and parking facilities, open space, recreational areas, utilities, and lots or building sites, together with a program for provisions, operation, and maintenance of all areas, improvements, facilities, and services provided for common use of the residents thereof.

POULTRY - Domestic fowl, chickens, ducks, geese and turkeys, but specifically excluding guinea fowl.

PRINCIPAL BUILDING/STRUCTURE - The primary or predominant building or structure on a lot.

PRINCIPAL USE - See “Use, Principal.”

PROCESSING (LARGE SCALE) - Means a series of operations performed in the making or treatment of a large-scale product including, without limitation, concrete, planning mills, tire rebuilding, recapping and retreading plants, and feed and fuel yards.

PROCESSING (SMALL SCALE) - Means a series of operations performed in the making or treatment of a small-scale product including, without limitation, dry-cleaning; laundries; cleaning and dyeing plants; taxidermists; carpet; awning; and blinds or mattress upholstery shops which includes, cleaning, repair, and upholstery.

PROJECT - An activity involving the issuance to a person of a permit, license, certificate, or other entitlement.

PUBLIC HEARING - A properly noticed meeting of an official or official body where the public is allowed to directly address the official or official body and comment on the issue being considered.

PUBLIC STORAGE FACILITY - See “Mini-Warehouse.”

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06)

§ 16.03.180 “Q” DEFINITIONS.

None.

(Ord. 1100, passed 7-6-04)

§ 16.03.190 “R” DEFINITIONS.

REBUILD - The replacement/reconstruction of less than 50% of a building. If 50% or more of a building is being replaced/reconstructed, then this is considered new construction, not rebuilding.

RECREATIONAL ENTERPRISES AND FACILITIES - Means facilities that provide recreational uses including, without limitation, sports centers, open-air theaters, amusement parks, circuses, carnivals, fairgrounds, race tracks, swimming, golf, tennis clubs and similar facilities.

RECREATIONAL VEHICLE - Any vehicle that can be towed, hauled, or driven, including a vehicle that is primarily designed as a temporary living accommodation, and that is used for recreational, camping, and travel use. **RECREATIONAL VEHICLE** includes, but is not limited to, travel trailers, truck campers, camping trailers, boats, self-propelled motor homes, and any vehicle conforming to Cal. Health & Safety Code 18010.

RECYCLABLE MATERIALS - Paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, polyethylene terephthalate and other plastics, beverage containers, compostable materials, and other products designated by the City

Manager or the California Integrated Waste Management Board as recyclable. **RECYCLABLE MATERIALS** does not include refuse or hazardous materials.

RECYCLING - The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. **RECYCLING** does not include transformation, as defined in Cal. Pub. Res. Code 40201

RECYCLING AREA - A space allocated for collecting and loading recyclable materials.

RECYCLING FACILITY - Any center for the collection of recyclable materials. A **RECYCLING FACILITY** does not include storage containers on commercial property that are used solely for the recycling of material generated by that business. **RECYCLING FACILITIES** include reverse vending machines, small collection recycling facilities, mobile recycling units, and large collection recycling facilities. A **RECYCLING FACILITY** may include a collection or processing facility as follows:

(1) **COLLECTION FACILITY** - A center used for the acceptance of recyclable materials by donation, redemption, or purchase from the public. **COLLECTION FACILITY** may include the following:

- (a) Reverse vending machine(s).
- (b) Small collection facilities that do not occupy more than 500 square feet and which contain no permanent structures.
- (c) Large collection facilities that occupy an area of more than 500 square feet and which may contain permanent structures.

(2) **PROCESSING FACILITY** - A building or enclosed space used for the collection and processing of recyclable materials, whereby processing means the preparation of material for efficient shipment, or to an end user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing. **PROCESS FACILITIES** include the following:

- (a) A **LIGHT PROCESSING FACILITY** occupies an area of less than 45,000 square feet gross of collection, processing, and storage area; has an average of up to two outbound truck shipments per day; and does not involve any shredding, compacting, or baling of ferrous metals, other than food and beverage containers.
- (b) A **HEAVY PROCESSING FACILITY** is any processing facility other than a light processing facility.
- (c) A **MATERIAL RECOVERY FACILITY** is any facility where mixed municipal solid waste is sorted and separated, by hand or through the use of machinery, for the purpose of recovering recyclable materials.

REPLACEMENT COST - The actual cost to replace or reconstruct a damaged structure, facility, or feature, with materials and workmanship of similar kind and quality, as appraised by a qualified and approved appraiser.

RESIDENTIAL CONDOMINIUM - Includes stock cooperatives and community apartment projects.

RESIDENTIAL CONDOMINIUM CONVERSIONS - Includes stock cooperative and community apartment project conversions. The terms **COOPERATIVE**, **COMMUNITY APARTMENT** and **CONDOMINIUM** are considered synonymous.

RESIDENTIAL USE - See "Use, Residential."

REST HOME - Any place or institution which makes provision for bed care or for chronic or convalescent care for one or more persons exclusive of relatives, who by reason of illness or physical infirmity are unable to care for themselves; but in which no alcoholics, drug addicts, persons suffering from mental sickness, disease, disorder or ailment or from contagious or communicable diseases are kept and in which no surgical or other primary treatments such as are customarily provided in sanitariums or hospitals are performed. **REST HOME** includes all nursing facilities, skilled nursing facilities, intermediate care facilities, intermediate care facilities/developmentally disabled, and congregate living health facilities as defined in Cal. Health & Safety Code 1250.

RESTAURANT, DRIVE-THROUGH - A restaurant where customers order and receive food by driving to one or more windows. Such restaurants may also have dining areas for on-premises food consumption.

RESTAURANT, ENTERTAINMENT - A restaurant than includes, as an integral component, electronic or mechanical games, plays areas, billiards, live music, karaoke, or other forms of amusement.

RESTAURANT, FAST-FOOD - A restaurant that supplies food and beverages primarily in disposable containers, and that is characterized by high automobile accessibility, self-service, and short stays by customers.

RESTAURANT, SIT-DOWN - An establishment where food and drink are prepared, served, and consumed primarily within the principal building.

RETAIL, GENERAL -The selling of goods, wares, or merchandise directly to the ultimate consumer.

RETIREMENT COMMUNITY - A residential development designed exclusively for occupancy by retired or aged persons.

REVERSE VENDING MACHINE - A mechanical device that accepts one or more types of empty beverage containers, including aluminum cans, glass, and plastic bottles and cartons, and issues a cash refund or a redeemable credit slip with a value not less than the redemption value of the container. **REVERSE VENDING MACHINES** occupying an

area larger than 500 square feet, or any combination of facilities occupying an area larger than 500 square feet, are considered recycling facilities.

RIGHT-OF-WAY - A defined area of land, either public or private, on which the owner has granted the right of passage over the owner's property to one or more persons through a recorded instrument. A right-of-way is a form of an easement.

ROOM, HABITABLE - Any room used, or intended or designed to be used, for sleeping, living, cooking or dining purposes excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

ROOMING HOUSE - See "Boarding House".

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.200 "S" DEFINITIONS.

SCHOOL, COMMERCIAL - A school providing training or personal improvement (beauty college, dance school, business school, gymnasium, and the like).

SCHOOL, ELEMENTARY or **HIGH** - An institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the California Educational Code. **HIGH SCHOOLS** include junior and senior high schools.

SCHOOL, PRIVATE - An accredited private school or college, providing academic or trade education.

SCREENING - A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

SECOND DWELLING UNIT - Has the same meaning as **ACCESSORY DWELLING UNITS** or **JUNIOR ACCESSORY DWELLING UNITS**, as defined in Santa Paula Municipal Code Chapter 16.227.

SECONDHAND STORE or **SALES** - A store or business engaged in the sale of previously used merchandise such as clothes, furniture, appliances, and/or sports equipment, and which is not classified as an antique store or shop per 16.05.020 of this chapter. This definition specifically excludes the sale of used motor vehicles, auto wrecking business or pawnshops.

SECRETARY - The secretary of the Planning Commission is the Director.

SENIOR or **SENIOR CITIZEN** - A person 62 years of age or older or 55 years of age or older in a senior citizen housing development of at least 150 senior dwelling units, or a qualified permanent resident as defined in Cal. Civ. Code §51.3. All qualifying senior

projects must have significant facilities and services for seniors as defined in 42 USC 3607(b)(2).

SENIOR DAY SUPPORT CENTER - A facility, place or building which is maintained and operated to provide non-medical care for seniors over age 60 who are either mildly dependent and cannot be left alone for long periods of time, or are isolated from social contacts and activities. The center provides respite services for caregivers for less than 24 hours.

SERVICE STATION - See "Automobile Service Station."

SETBACK - The minimum distance that buildings, structures, parking, or uses on a lot must be placed from a defined point.

SETBACK LINE - A line within a lot, parallel to and measured from a corresponding lot line, forming the boundary of a required yard and governing the placement of buildings, structures, parking, or uses on a lot.

SHARED PARKING - The provision of parking spaces to meet the combined peak parking needs of more than one use on a lot or abutting lots.

SHOPPING CENTER - A group of businesses which comprise at least four stores functioning as a unit, with common off-street parking provided on the property as an integral part of the unit, and having more than 10,000 square feet of gross parcel area in the development.

SIGN - Any writing (including letters, words or numerals), pictorial presentation (including illustration or decoration) or emblem (including device, symbol or trademark), visible from any public or private street or means of access thereto.

SIGN AREA - This is computed as including the entire area within a regular geometric form or combination of regular geometric forms comprising all the display area of the sign. Frames or other structural features not bearing advertising matter are not included in the computation of area. One face of a double-faced sign will be considered in determining the sign area, provided both faces are parallel or the angle between the faces does not exceed 30°.

SIGN, OFF-SITE - A sign other than an on-site sign. See also Chapter 16.48.

SIGN, ON-SITE - A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services or activities sold, rendered or conducted on the premises. See also Chapter 16.48.

SINGLE-HOUSEKEEPING UNIT - A non-transient interactive group of persons jointly occupying a single dwelling unit, including the joint use of common areas and sharing household activities such as meals, chores, and expenses.

SINGLE ROOM OCCUPANCY - A type of group quarters generally intended or designed to be used, rented, or occupied for sleeping or living purposes by guests, which is also the primary residence of those guests. This type of use commonly contains five or more guestrooms or efficiency units. Generally, each single room occupancy (SRO) unit contains a living area, kitchen sink, cooking appliances and refrigeration facilities and a separate bathroom. A SRO hotel with more than 12 units generally contains an on-site manager's office.

SITE - Any lot or parcel of land, or combination of contiguous lots or parcels of land, used or intended for a particular use or group of uses.

SITE PLAN - A plan drawn to scale, showing existing and proposed uses for a property as required by the applicable regulations, including lot lines, streets, grades, building sites, reserved open space, and other specific development proposals.

SOLID WASTE - Solid waste will be defined as set forth in Cal. Pub. Res. Code 40191.

SPA - A structure intended for swimming or recreational bathing that is designed to contain water to a depth of 18 inches or deeper, with exterior dimensions not exceeding 160 square feet.

SPECIFIC PLAN - Under Article 8 of the Cal. Gov't Code 9 §65450 et seq., a legal tool for detailed design and implementation of a defined portion of the area covered by a General Plan. A **SPECIFIC PLAN** may include all detailed regulations, conditions, programs, and/or proposed legislation which may be necessary or convenient for the systematic implementation of any General Plan element(s).

STABLE, COMMERCIAL - A building or portion of a building used to shelter and feed horses, mules, or ponies which are rented, used, or boarded on a commercial basis for compensation.

STABLE, PRIVATE - A building or portion of a building used to shelter and feed horses, mules, or ponies which are used exclusively by the occupants of the property on which the stable is situated.

STANDARDS, DEVELOPMENT - Requirements in the Development Code that govern building and development, including, but not limited to, lot area, height limits, frontage, landscaping, and floor area ratio.

STANDARDS, PERFORMANCE - Requirements in the Development Code that govern the operation and maintenance of uses in a particular zone.

STOCK COOPERATIVE PROJECT - Has the same meaning as set forth in Cal. Civil Code §4190 and any subsequent amendment or regulation.

STORY - Any portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story will be that portion of a building included between the upper surface of the topmost floor and the ceiling or

roof above. If the finished floor level directly above a basement, cellar or unused underfloor space is more than six feet above grade as defined in this section for more than 50% of the total perimeter, or is more than 12 feet above grade as defined in this section at any point, such basement, cellar or unused underfloor space will be considered as a STORY.

STREET - A county road, state highway, public road, street or alley, or private thoroughfare not less than ten feet in width connecting with a county road, state highway, public road, street or alley which affords primary access to an abutting lot.

STREET, PRIVATE - A privately-owned vehicular right-of-way used as access by two or more lots which do not have frontages on a public street.

STRUCTURAL ALTERATIONS - Any change to a bearing wall, column, beam, joist, roof, rafter or other supporting member of a building or structure.

STRUCTURE - Anything constructed or erected which requires a location in or on the ground, or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building's architectural features and roof appurtenances required to operate and maintain the building, but not including fences or walls used as fences less than six feet in height.

STRUCTURE, PRINCIPAL - See "Use, Principal".

SUBDIVISION - A process (and the result) of dividing a parcel of raw land into smaller buildable sites, blocks, streets, open space, and public areas, and the designation of the location of utilities and other improvements pursuant to the Subdivision Map Act.

SUPPORTIVE HOUSING - Means housing, configured as rental housing developments, with no limit on length of stay, that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. **SUPPORTIVE HOUSING** is a residential use permitted subject to the same standards and procedures as apply to other residential uses of the same type in the same zone.

SURFACE MINING OPERATIONS - All, or any part of, the process involved in the mining of minerals on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method, dredging and quarrying, or surface work incident to an underground mine. **SURFACE MINING OPERATIONS** include, but are not limited to:

- (1) In-place distillation, retorting or leaching;
- (2) The production and disposal of mining waste;
- (3) Prospecting and exploratory activities.

SWIMMING POOL – Has the definition set forth in Health and Safety Code §115921.

SWIMMING POOL, INDOOR - A swimming pool which is totally contained within a structure and surrounded on all sides, including the top, by said structure.

SWIMMING POOL, OUTDOOR - Any swimming pool which is not an indoor swimming pool.

(Ord. 1100, passed 7-6-04; Am. Ord. 1169, passed 2-5-07; Am. Ord. 1249, passed 5-6-13)

§ 16.03.210 “T” DEFINITIONS.

TEMPORARY STRUCTURE - A structure without any foundation or footings that will be removed when the permit for the activity, or use for which the temporary structure was erected, has expired.

TEMPORARY USE - A use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

TENTATIVE MAP – Has the definition set forth in the Chapter 16.80 (Subdivision Regulations). .

THEATER/CINEMA - A venue designed for the presentation of live plays or the showing of movies or motion pictures on one or more screens.

THRIFT STORE and **THRIFT SHOP** - See “Secondhand Store”.

TOWNHOUSE - A single-family dwelling unit attached to one or more other single-family dwelling units provided only one such dwelling unit is located on a lot and is served by separate utilities.

TRAILER PARK, TRAILER COURT, and PUBLIC TRAILER CAMP - Any area or tract of land used or designed to accommodate two or more automobile trailers, including trailer camps as defined by law, and used as living or sleeping quarters.

TRAILER, TRAVEL - A vehicular portable unit in good working order, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle; primarily designed and constructed to provide temporary living quarters for recreational, camping, travel use, or the transport of goods and livestock.

TRANSIENT - Tourists or other persons residing in the city for 30 days or less.

TRANSITIONAL HOUSING and **TRANSITIONAL HOUSING DEVELOPMENT** - Per Cal. Health & Safety Code 50675.2(h), means housing configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at

some predetermined future point in time, which shall be no less than six months. **TRANSITIONAL HOUSING** is a residential use permitted subject to the same standards and procedures as apply to other residential uses of the same type in the same zone.

TREES, PROTECTED - All trees listed in Section 156.584 requiring a permit for removal.

TRUCK YARD - A lot, lot area, or parcel of land used, designed, or maintained for the purpose of storing, parking, refueling, repairing, dispatching, servicing, or keeping motor trucks and associated equipment together with those facilities necessary to service, dispatch, store, or maintain such vehicles, their cargos, and crews.

(Ord. 1100, passed 7-6-04; Am. Ord. 1249, passed 5-6-13)

§ 16.03.220 “U” DEFINITIONS.

USE - The purpose for which land or a building is used, arranged, designed, or intended, or for which the land or building is or may be occupied or maintained.

USE, COMMERCIAL RETAIL - Any use listed in the land use element in the retail trade group.

USE, COMMERCIAL SERVICE - Any use listed in the land use element in the services group.

USE, INDUSTRIAL - Any use listed in the land use element in the manufacturing and processing group.

USE, INSTITUTIONAL - An organizational use of a public character including government, educational, medical, cultural, social, charitable, non-profit, and sometimes recreational or entertainment uses. Such uses include the following or similar public buildings or uses owned by a public or nonprofit agency: offices, public works facilities, libraries, playgrounds, parks, assembly halls, police station, fire station, schools, and hospitals.

USE, NEW - A use of land (See “Use”), which is proposed to be established or constructed after the adoption of this title.

USE, PRINCIPAL or **MAIN** - The primary purpose for which a building, structure, or lot is designed, arranged, or intended, or for which they may be used, occupied or maintained under this title. (See also “Accessory Use,” and “Structure, principal.”)

USE, RESIDENTIAL - Any use listed in the land use element in the residential group.

USE AREA - An open or yard area, uncovered by building or structures, used as the main use or accessory use of a lot or parcel.

UTILITY, PUBLIC or **PRIVATE** - Any regulated agency which, under public franchise or ownership, or under certificate of convenience and necessity, provides the public with

electricity, gas, heat, steam, communication, rail transportation, water, sewage collection, or other similar utility service.

(Ord. 1100, passed 7-6-04)

§ 16.03.230 “V” DEFINITIONS.

VARIANCE - Permission to depart from the provision of the Development Code when, due to special circumstances applicable to the property, strict application of the requirements deprives such property of privileges enjoyed by other property in the vicinity which is under identical zoning. See Chapter 16.220 of the Development Code.

VEHICULAR STORAGE YARD - Any area, lot, parcel, building, structure, or part thereof, used for the storage, collection, or abandonment of motor vehicles.

VENDING MACHINE - An automated electric or mechanical machine designed for the dispensing of consumer products (such as food, water, cigarettes) or services (such as telephone, banking or internet service) for a monetary fee, usually collected via the insertion or use of coins, bills, credit/debit card or other remuneration. **VENDING MACHINES** do not include coin-operated amusement devices, rides, or scales. (Please refer to the definition of “Amusement Devices”, elsewhere in this chapter).

VETERINARY CLINIC - A place where animals are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel will be limited to short-term boarding and will be incidental to such veterinary use.

VIDEO STORE - An establishment engaged primarily in the sale or rental of videotapes, DVDs, films, laser discs, CDs, electronic games, and similar electronic media and amusements.

(Ord. 1100, passed 7-6-04)

§ 16.03.240 “W” DEFINITIONS.

WALL - A barrier intended to mark a boundary that presents a continuous surface except where pierced with gates, doorways, or decorative masonry. Among other materials, a wall may be constructed of concrete block, brick, concrete, stucco, or a combination thereof.

WAREHOUSE - A structure intended or used for the shipping, receiving, and storage of goods and merchandise, and incidental or accessory activities.

WINDOW - An opening which is in a wall of a building, designed to allow light and/or ventilation into the building, enclosed by easement or sash, and containing glass or other similar transparent or semi-transparent material.

(Ord. 1100, passed 7-6-04)

§ 16.03.250 “X” DEFINITIONS.

Reserved.

(Ord. 1100, passed 7-6-04)

§ 16.03.260 “Y” DEFINITIONS.

YARD - An open space on a developed lot that, except as otherwise provided for in the Development Code, is unoccupied or unobstructed from the ground upwards, with the exception of ground-level open porches and patios or approved temporary structures.

YARD AREA - The area of yard on a given lot expressed in numbers of square feet.

YARD, FRONT - A yard extending across the full width of a lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot, except that where there is an official plan line or a future street line, front yards will be measured from such official plan line or future street line and a line parallel thereto on the lot. On any existing flag lot, the FRONT YARD will include the area between the front lot line and a line parallel to the line dividing the lot from the street fronting parcel(s) (see Figure 5.2 below). With the exception of flag lots, any front yard requirement will be deemed to be met when the depth of the front yard provided at least equals the average of that established by existing buildings that occupy 50% or more of the lots within the same block and zone (see Figure 5-2 of this section).

YARD, REAR - A yard extending across the full width of a lot, having at no point a depth of less than the minimum required horizontal distance as measured from the part of the main building nearest the rear lot line towards the rear lot line, and such measurement will be along a line representing the shortest distance between said part of the main building and rear lot line. The required rear yard will be that portion of the rear yard contiguous to the rear lot line having at no point a depth less than that required for the rear yard. The area to the rear of the rear lot line of an interior triangular or gore-shaped lot will be considered a part of the required rear yard (see Figure 5-2 of this section).

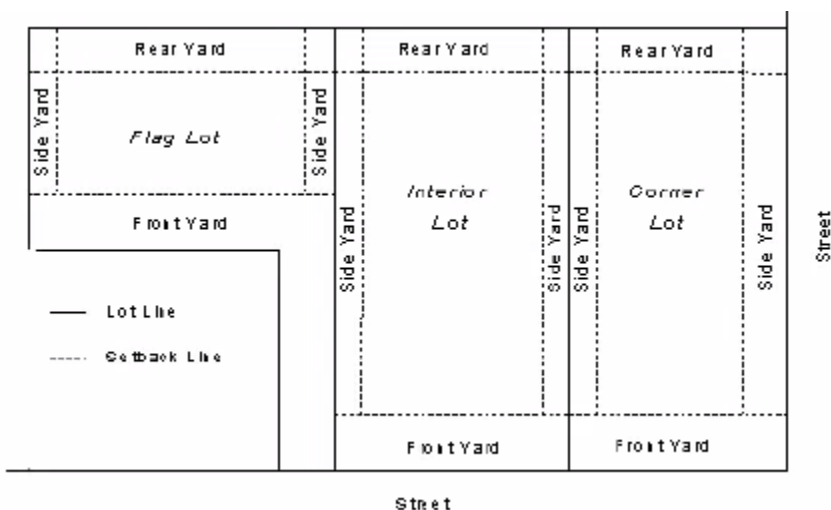


Figure 5-2

Required Yards

YARD, SIDE - A yard extending from the required front yard or the front lot line where no front yard is required, to the rear lot line, the width of which is the minimum horizontal distance between a side lot line and a line parallel thereto on the lot, except that where there is an official plan line or a future street line, side yards will be measured from such official plan line or future street line and a line parallel thereto on the lot (see Figure 5-2 of this section).

YARD SPACE, INTERIOR - That area on the lot behind the front setback line which is open from ground to sky and used as private open space except as otherwise permitted in the Development Code.

(Ord. 1100, passed 7-6-04)

§ 16.03.270 “Z” DEFINITIONS.

ZONE - A specifically delineated area or district within a municipality in which regulations and requirements uniformly govern the use placement, spacing, and size of land and buildings.

ZONING MAP - The map or maps that are a part of the Development Code and which delineate the boundaries of zones and designate each zone.

(Ord. 1100, passed 7-6-04)

ATTACHMENT B

PC RESOLUTION NO. 3865
INC.

EX. A – SPMC UPDATE BATCH 2 REDLINES

RESOLUTION NO. 3865

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA PAULA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTERS 160 (DEVELOPMENT IMPACT FEES), 16.01 (ENACTMENT AND APPLICABILITY), 16.03 (ADMINISTRATION AND ENFORCEMENT), AND 16.05 (DEFINITIONS) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW, IDENTIFY AND CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Santa Paula wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

WHEREAS, the City initiated a Municipal Code update in order to bring the entire code up to date, clarify appropriate uses within the City, and align with current State law; and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate standards that guide how land can be used and developed within cities; and

WHEREAS, in 2024, the California Legislature approved, and the Governor signed into law, SB 937, amending provisions of the Mitigation Fee Act which introduced changes to the collection of development fees for designated residential development projects; and

WHEREAS, Chapter 160 addressed the City's Development Impact Fees and is in need of revisions in order to reflect SB 937's changes; and

WHEREAS, Chapters 16.01, 16.03, and 16.05 were reviewed by staff and identified to contain inconsistencies, outdated language, and/or formatting issues; and

WHEREAS, on February 25, 2025, the Planning Commission held a duly-noticed public hearing to consider the attached Ordinance; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SANTA PAULA DOES RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the Planning Commission.

SECTION 2. CEQA. The Planning Commission recommends that the City Council determine this Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA"), because it has no potential of resulting in a physical change in the environment, directly or indirectly. The Planning Commission further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, the Ordinance is creating regulatory schemes for activities that are already allowed under state law and is otherwise amending provisions of the municipal code for purposes of clarity and modernization.

SECTION 3. General Plan. The Planning Commission hereby finds that the adoption of the Ordinance is consistent with the General Plan.

SECTION 4. Recommendation. Given the foregoing, and based on the entire record before the Planning Commission, the Planning Commission hereby recommends that the City Council adopt the ordinance attached hereto as Exhibit "A."

SECTION 5. Effective Date. This Resolution takes effect immediately upon adoption.

SECTION 6. Certification; Records. The Planning Commission Secretary shall attest as to the adoption of this Resolution and cause the same to be maintained in the permanent records of the City.

APPROVED AND ADOPTED THIS 25th DAY OF FEBRUARY, 2025, BY THE SANTA PAULA PLANNING COMMISSION.

By: 
GRACE KELLY, Chair

ATTEST: 
JAMES MASON, Secretary

EXHIBIT A

[Attached behind]

CHAPTER 160: CHAPTER 16.00: DEVELOPMENT IMPACT FEES

Section

- 16.00.10 Purpose
- 16.00.20 Applicability
- 16.00.30 Exemptions
- 16.00.40 Definitions
- 16.00.50 Notice and hearing requirements
- 16.00.60 Imposition of fees/automatic adjustment
- 16.00.70 Impact fee accounts
- 16.00.80 Use of impact fee proceeds
- 16.00.90 Refunds
- 16.00.100 Protests, appeals, and audits
- 16.00.110 Amendment procedures
- 16.00.120 Credits
- 16.00.130 Conflicts

Editor's Note:

This Ch. 16.00, formerly Ch. 160, was previously based on Ord. 1064, passed 4-7-03, Ord. 1065, passed 4-21-03, Ord. 1066, passed 4-21-03.

§ ~~160~~16.00.10 PURPOSE.

This chapter is adopted pursuant to the city's police powers and the Mitigation Fee Act (Cal. Gov't Code §§ 66000 et seq.) for the purpose of ~~imposing fees on applicants seeking to construct development projects~~establishing the categories of impact fees to be imposed on new development in order to defray the cost of new or rehabilitated public facilities, required, incrementally, by such development within the City, which are needed to accommodate the attendant growth in the City and to maintain an acceptable level of facilities and services for all areas within the City. The imposition of the respective impact fees ensures that new development projects bear a proportionate share of the cost of Public Facilities and service improvements necessary to accommodate such development, to the extent that such development creates impacts that require mitigation

~~that may be offset by the respective type of impact fee. The imposition of impact fees through this chapter is necessary to protect the public health, safety, and welfare by ensuring the provision of adequate public facilities and public services. The purpose of the fees is to minimize, to the greatest extent practicable, the impact that new development has on the city's public services and public facilities. Toward that end, the city intends that applicants for such development projects pay their fair share of the costs of providing such public services and public facilities. Accordingly, the amount of each impact fee is calculated based upon the gross square footage of nonresidential development, number of residential dwelling units, type or density or intensity of use, vehicle trip generation, or other appropriate methodology which ensures that the fee is roughly proportional to the impacts of new development on public facilities. The city assumes responsibility for and will pay for with general city revenues all public facility needs for existing development.~~

(Ord. 1076, passed 11-3-03)

§ 16.00.20 APPLICABILITY.

~~(A) The standards in this chapter shall apply to all new development projects as defined in this chapter. The Mitigation Fee Act authorizes a city to impose impact fees as a condition of approval on a development project for the purpose of defraying all or a portion of the cost of public facilities related to such project. Unless expressly excepted or exempted, this chapter applies to all fees imposed by the city to finance public facilities attributable to new development, including without limitation:~~

- ~~—(A) Law enforcement facilities, vehicles, and equipment;~~
- ~~—(B) Fire suppression facilities, vehicles, and equipment;~~
- ~~—(C) General facilities, vehicles, and equipment;~~
- ~~—(D) Community library facilities and collections;~~
- ~~—(E) Public use (community centers) facilities;~~
- ~~—(F) Parks/open space and recreation facilities;~~
- ~~—(G) Road project construction, right-of-way acquisition, and engineering;~~
- ~~—(H) Storm drainage facilities construction;~~
- ~~—(I) Water acquisition/storage/distribution facility construction; and~~
- ~~—(J) Sanitary sewer collection infrastructure construction.~~

(B) Impact fees are hereby established to be imposed on new development within the City to pay a proportionate share of the reasonably estimated costs of public facilities

related to bicycle, pedestrian, transportation, fire, police, library, parks and recreation (to the extent not covered by Quimby Fees), public administration, and storm drain facilities, to the extent impacted by a development project. The impact fees authorized by this chapter shall be used only for defraying costs associated with developing new or rehabilitating existing bicycle, pedestrian, transportation, fire, police, library, parks and recreation (to the extent not covered by Quimby Fees), public administration, and storm drain facilities, to the extent applicable, resulting from new development projects, and shall not exceed the reasonable estimated cost associated with providing those facilities.

(Ord. 1076, passed 11-3-03; Am. Ord. 1148, passed 12-5-05)

§ 16.00.30 EXEMPTIONS.

This chapter does not apply to:

- (A) Taxes and special assessments;
- (B) Fees for processing development applications;
- (C) Fees for enforcing regulations;
- (D) Fees collected under development agreements;

(E) Fees imposed pursuant to a reimbursement agreement between the city and a property owner for that portion of the cost of a public facility paid for by the property owner which exceeds the need for the public facility attributable to, reasonably related to, and roughly proportional to the development;

(F) Fees to mitigate impacts on the environment; or

(G) Fees imposed, levied or collected by other governmental agencies including subdivisions of the state and federal government.

(Ord. 1076, passed 11-3-03)

§ 16.00.40 DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter:

BENEFIT AREA means the geographic area within which impact fees are collected and expended for a particular type of capital improvement serving development projects within such area.

CAPITAL IMPROVEMENT means ~~land or public~~ facilities for the storage, treatment or distribution of water; for the collection, treatment, reclamation or disposal of sewage; for the collection and disposal of stormwaters and for watershed preservation purposes; for purposes of transportation and transit, including without limitation, streets, street lighting and traffic-control devices and supporting improvements, roads, overpasses, bridges, airports, and related facilities; for parks and recreational improvements; for public safety, including police and fire facilities; for schools and child care facilities; for libraries and public art; for public buildings of all kinds; and for any other capital project identified in the city's Capital Improvements Plan. CAPITAL IMPROVEMENT also includes design, engineering, inspection, testing, planning, legal land acquisition and all other costs associated with construction of a public facility.

CAPITAL IMPROVEMENTS PLAN means the long term plan for capital improvements, adopted by the City Council, describing the approximate location, size, time of availability and estimated cost of capital improvement projects and identifies sources of funding for capital improvement projects.

CAPITAL IMPROVEMENTS PROJECT LIST means the list attached to a Council resolution setting the base fee amount for each specific impact fee. The list must describe the approximate location, size, time of availability and estimated cost of each capital improvement to be funded from a particular impact fee account.

COLLECTION means the point in time at which the impact fee is actually paid over to the city.

COMMITMENT means earmarking impact fees to fund or partially fund capital improvements serving new development projects.

DESIGNATED RESIDENTIAL DEVELOPMENT PROJECT means a residential development project that meets any of the below criteria set forth in Cal. Gov't Code § 66007(c)(4):-

(1) Projects that dedicate 100 percent of units, exclusive of a manager's unit or units, to lower income households, as defined by Section 50079.5 of the Health and Safety Code; or

(2) Low barrier navigation centers that meet the requirements specified in Cal. Gov't Code Section 65662; or

(3) Housing projects located in commercial zones that are subject to streamlined, ministerial approval under Assembly Bill 2011 (2022); or

(4) Mixed-use projects that are subject to streamlined, ministerial approval under Senate Bill 35 (2018); or

(5) Affordable housing projects that are located on land owned by religious or higher education institutions and that are subject to streamlined, ministerial approval under Senate Bill 4 (2023); or

(6) Projects entitled to a density bonus under subdivision (b) of Gov't Code Section 65915; or

(7) Housing projects that include 10 or fewer units.

~~NEW DEVELOPMENT or DEVELOPMENT PROJECT means and includes any project undertaken for the purpose of development, including without limitation a project involving the permit issuance for construction, reconstruction, or change of use, but not a project involving permit issuance for operating, remodeling, rehabilitating, or improving an existing structure, nor the rebuilding of a structure destroyed or damaged through natural disaster, nor the replacement of one mobile home with another on the same pad if no dwelling unit is added.~~

DWELLING UNIT means one or more rooms in a building or a portion of a room, designed, intended to be used, or actually used for occupancy by one family for living and sleeping quarters, and containing one kitchen only, and includes a mobile home, but not hotel or motel units.

IMPACT FEE means any monetary exaction imposed by the city as a condition of or in connection with approval of a development project for the purpose of defraying all or some of the cost of, or repayment of costs previously expended from ~~other~~ city funds for, capital improvements relating to the project. An impact fee may be imposed as a condition of approval for a development project or as a generally applicable development fee.

IMPOSE means to determine that a particular development project is subject to the collection of impact fees as a condition of development approval.

NEW DEVELOPMENT or DEVELOPMENT PROJECT means and includes any project undertaken for the purpose of development, including without limitation a project involving the permit issuance for construction, reconstruction, or change of use, but not a project involving permit issuance for operating, remodeling, rehabilitating, or improving an existing structure, nor the rebuilding of a structure destroyed or damaged through natural disaster, nor the replacement of one mobile home with another on the same pad if no dwelling unit is added.

NONRESIDENTIAL DEVELOPMENT PROJECT means all development other than residential development projects.

PUBLIC FACILITY has the same meaning as set forth in Cal. Gov't Code § 66000(d), which includes public improvements, public services, and community amenities.

RESIDENTIAL DEVELOPMENT PROJECT means any development undertaken to create a new dwelling unit or units.

TEMPORARY CERTIFICATE OF OCCUPANCY has the same meaning as set forth in Cal. Gov't Code § 66007(f).

(Ord. 1076, passed 11-3-03)

§ 16.00.60 IMPOSITION OF FEES/AUTOMATIC ADJUSTMENT.

(A) Except as otherwise provided, persons submitting applications seeking approval for new development projects must pay the city impact fees, in an amount set by City Council resolution, as a condition for the city to approve such development projects.

~~—(B) No tentative or final subdivision map, parcel map, grading permit, building permit, final inspection, or certificate of occupancy, or other development permit, may be approved unless the provisions of this section are fulfilled.~~

~~—(C) Impact fees will be imposed by including the following language in any document of development approval: "All fees imposed pursuant to Chapter 160 of the Santa Paula Municipal Code must be paid to the city before this project is approved."~~

~~—(D) The Fire Chief will collect impact fees before the city issues a building permit, except that the connection fees are collected at the time an applicant seeks to connect to the city's utility system.~~

(B) Except as provided in Section 16.00.40, Development impacts fees are due at the time of the final inspection or the date the certificate of occupancy is issued, whichever occurs first in accordance with Cal. Gov't Code § 66007(a).

(C) Except as provided in Section 16.00.40, Utility service fees may be collected at the time an application for service is received in accordance with Cal. Gov't Code § 66007(a).

(D) Pursuant to paragraph (A) of Subsection 16.227.010(g)(1), no impact fee is required for one accessory dwelling unit under 750 square feet in size.

(E) Unless otherwise revised, the impact fees established by this chapter will be automatically adjusted on an annual basis at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the Construction-Consumer Price Index for the Los Angeles metropolitan area. The first impact fee adjustment cannot be made before a minimum of ten months after the effective date of the ordinance adding this chapter to the code.

(F) On or before May 1 of each year the Ventura County Fire Protection District Division Chief, or designee, must provide to the City Manager, or designee, a revised schedule for impact fees previously approved by the City Council and subject to the annual automatic adjustment authorized by this section.

(G) On or before June 1 of each year the City Manager, or designee, must publish the revised fee schedule by any reasonable means including, without limitation, posting such schedule on the city's website.

(H) Beginning on January 2, 2015 and again every three years afterwards, the City Manager, or designee, must cause a study to be completed for reviewing all impact fees

imposed by the city and proposing new or increased impact fees. ~~The cost~~This study must be presented to the city council for consideration on or before the city council's regular second meeting in May.

(Ord. 1076, passed 11-3-03; Am. Ord. 1196, passed 10- 20-08; Am. Ord. 1237, passed 8-15-11)

§ 16.00.70 IMPACT FEE ACCOUNTS.

(A) The city must establish an impact fee account for each benefit area and for each type of capital improvement for which an impact fee is imposed. Impact fees collected must be deposited in each such account according to type of improvement and benefit area. The funds of the account cannot be commingled with the city's other funds. Any account previously established for the deposit of funds which would have been developer impact fees under this chapter are deemed an impact fee account for the purposes of this chapter.

(B) Each impact fee account must be interest- bearing and the accumulated interest will become a part of the account.

(C) The funds of each account will be expended within the benefit area exclusively for the capital improvements for which the impact fees were collected.

(D) For each separate account the City must within 180 days after the last day of each fiscal year make to the public available the information contained in Cal. Gov't Code § 66006(b).

(Ord. 1076, passed 11-3-03)

§ 16.00.80 USE OF IMPACT FEE PROCEEDS.

Impact fees may be expended only for the type of capital improvements for which they were imposed, calculated, and collected and according to the time limits and procedures established in this chapter. Impact fees may be used to pay the principal, interest and other costs of bonds, notes and other obligations issued or undertaken by or on behalf of the city to finance such improvements.

(Ord. 1076, passed 11-3-03)

§ 16.00.90 REFUNDS.

(A) Except as described in this section, upon application of the property owner, the city must refund that portion of any impact fee which has been on deposit over five years and which is unexpended and uncommitted. The refund will be made to the then current owner or owners of lots or units of the development project or projects, provided that the then current owner submits an application for a refund to the city within 180 days before the five year period expires.

(B) If fees in any impact fee account are unexpended or uncommitted, starting with the fifth fiscal year after the first deposit into the account or fund, and every subsequent five years, the City Council must make the findings required by Cal. Gov't Code § 66001(d) for maintaining funds on deposit. If the Council makes such findings, the fees are exempt from the refund requirement.

(C) The city may issue refunds through direct payment; offsetting the refund against other impact fees due for development projects by the owner on the same or other property; or otherwise by agreement with the owner. If the costs of refunding the impact fees would exceed the amount refunded, the city may instead comply with Cal. Gov't Code § 66001(f).

(Ord. 1076, passed 11-3-03)

§ 16.00.100 PROTESTS, APPEALS, AND AUDITS.

All protests, appeals, and audits must be conducted in accordance with the procedures contained in the Mitigation Fee Act (commencing at Cal. Gov't Code §§ 66020 et seq.).

(Ord. 1076, passed 11-3-03)

§ 16.00.110 AMENDMENT PROCEDURES.

At least once each year, before the City Council's adoption of the budget and revisions to the Capital Improvements Project List, the City Manager, or designee, must report to the City Council with:

(A) Recommendations for amendments to this chapter and to other parts of this code and to resolutions establishing impact fees;

(B) Proposals for changes to the Capital Improvements Project List, identifying capital improvements to be funded, in whole or in part, by impact fees;

(C) Proposals for changes in the boundaries of benefit areas; and

(D) Proposals for changes to impact fee rates and schedules.

(Ord. 1076, passed 11-3-03)

§ 16.00.120 CREDITS.

(A) A property owner who dedicates land or agrees to participate in an assessment district or otherwise contributes funds for capital improvements, as defined in this chapter, may be eligible for a credit for such contribution against the impact fee otherwise due.

(B) (1) The City Engineer must determine whether:

(a) The contribution meets capital improvement needs for which the particular impact fee has been imposed;

(b) The contribution will substitute for or otherwise reduce the need for capital improvements anticipated to be provided with impact fee funds; and

(c) The value of the developer contribution.

(2) In no event, however, will the credit exceed the amount of the otherwise applicable impact fee.

(C) Any application for credit must be submitted at or before the time of development project approval on forms provided by the city. The application must contain a declaration of those facts, under oath, along with the relevant documentary evidence which qualifies the property owner for the credit.

(Ord. 1076, passed 11-3-03)

§ 16.00.130 CONFLICTS.

In the event of a conflict between the provisions of this chapter and the provisions of any other ordinance or resolution establishing or amending impact fees, the provisions of this chapter govern.

(Ord. 1076, passed 11-3-03)

§ 16.00.140 FEES FOR DESIGNATED RESIDENTIAL DEVELOPMENT PROJECTS.

(A) Applicability. This Section shall apply only to Designated Residential Development Projects for which an application is submitted to the City on or after January 1, 2025.

(B) Collection of Impact Fees.

(1) Subject to the limitations set forth in Subsection (B)(3), Impact Fees for Designated Residential Development Projects are due on the date that the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first. However, this provision shall not apply if construction of the Designated Residential Development Project does not begin within five years of the date upon which the building permit is issued.

(2) Notwithstanding Subsection (B)(1) of this Section, utility service fees related to connections for Designated Residential Development Projects may be collected at the time an application for service is received, provided that those fees do not exceed the costs incurred by the utility provider resulting from the connection activities.

(3) Notwithstanding Subsection (B)(1) of this Section, and subject to the limitations set forth in Subsection (B)(4), Impact Fees for a Designated Residential Development Project are due at the time of the final inspection or the date that the certificate of occupancy is issued, whichever occurs first, if either of the following conditions are met:

i. The Impact Fees are to reimburse the City for expenditures previously made to the extent those expenditures have not been paid or reimbursed by another party; or

ii. The City Engineer, or his or her designee, determines both of the following:

1. The Impact Fees will be collected for any of the following public improvements or facilities:

a. Public improvements or facilities related to providing water service to the residential development;

b. Public improvements or facilities related to providing sewer or wastewater service to the residential development;

c. Public improvements or facilities related to providing fire, public safety, and emergency services to the residential development;

d. Roads, sidewalks, or other public improvements or facilities for the transportation of people that serve the development, including the acquisition of all property, easements, and rights-of-way that may be required to carry out the improvements or facilities; or

e. Construction and rehabilitation of school facilities, if a school district has a five-year plan pursuant to subdivision (c) of Section 17017.5 of Education Code; and

2. An account has been established and funds appropriated for the public improvements or facilities described in Subsection (B)(3)(ii)(1) of this Section.

(4) Except for Impact Fees levied pursuant to Chapter 6 (commencing with Section 17620) of Part 10.5 of Division 1 of Title 1 of the Education Code, and subject to the following limitations, Subsection (B)(3) of this Section shall not apply to units reserved for occupancy by lower income households included in a Designated Residential Development Project proposed by a housing developer in which at least 49 percent of the total units are reserved for occupancy by lower income households, as defined in Section 50079.5 of the Health and Safety Code, at an affordable rent, as defined in Section 50053 of the Health and Safety Code.

i. For Impact Fees exempted from Subsection (B)(3) of this Section pursuant to this Subsection (B)(4), the developer may elect to post a performance bond or a letter of credit from a federally insured, recognized depository institution to guarantee payment of such Impact Fees. If the developer does not post a performance bond or letter of credit pursuant to this paragraph, the City may collect any Impact Fees subject to this paragraph that are not paid at the time the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first, in accordance with the procedure set forth in Cal. Gov't Code § 66007(c)(2)(B)(iii)(II). However, this paragraph shall not apply to Designated Residential Development Projects that dedicate 100 percent of units, exclusive of a manager's unit or units, to lower income households, as defined by Section 50079.5 of the Health and Safety Code, and have a recorded regulatory agreement with the California Tax Credit Allocation Committee, the California Debt Limit Allocation Committee, or the Department of Housing and Community Development.

ii. Notwithstanding anything to the contrary in this Section, Impact Fees exempted from Subsection (B)(3) of this Section under this Subsection shall become immediately due and payable when the Designated Residential Development Project no longer meets the requirements of this Subsection.

(C) Amount of Fees. Notwithstanding any other provision of this Chapter, the amount of the fees and charges assessed for Designated Residential Development Projects under this Section shall be the same amount as would have been paid had the fees and charges been paid prior to the issuance of building permits, and the City shall not charge interest or other fees on any amount deferred until the time of the final inspection or the date that the certificate of occupancy is issued, whichever occurs first, pursuant to Subsection (B)(3).

(D) Multi-Dwelling Developments. If a Designated Residential Development Project contains more than one dwelling, the City Engineer, or his or her designee, may determine whether the impact fees shall be paid on a pro rata basis for each dwelling when it receives its certificate of occupancy, on a pro rata basis when a certain percentage of the dwellings have received their certificate of occupancy, or on a lump-sum basis when all the dwellings in the development receive their certificate of occupancy.

(A)(E) Failure to Pay Impact Fees. In addition to all other remedies allowed by applicable law, the City Engineer, or his or her designee, is authorized to withhold a certificate of occupancy or a temporary certificate of occupancy for a Designated Residential Development Project until payment of Impact Fees in accordance with this Section is received.

CHAPTER 16.01: ENACTMENT AND APPLICABILITY

Section

- 16.01.010 Authority
- 16.01.020 Short title
- 16.01.030 Purpose
- 16.01.040 Terminology
- 16.01.050 Relationship to General Plan
- 16.01.060 Relationship to other regulations
- 16.01.070 Relationship to California Environmental Quality Act
- 16.01.080 Effect of ~~this~~the Development Code
- 16.01.090 Interpretation
- 16.01.100 Severability of any portion of ~~this~~the Development Code

§ 16.01.010 AUTHORITY.

~~This Development Code~~Title XVI (Development Code) is adopted pursuant to Article XI, Section 7 of the Constitution of the State of California and in compliance with the requirements of Title 7 of the Cal. Gov't Code, Division 1, Planning and Zoning Law, and Division 2, Subdivision Map Act, for the purpose of promoting health, safety, and general public welfare.

(Ord. 1100, passed 7-6-04)

§ 16.01.020 SHORT TITLE.

~~This Development Code~~Title XVI will be known as "The City of Santa Paula Development Code" and may be referred to as the "Development Code".

(Ord. 1100, passed 7-6-04)

§ 16.01.030 PURPOSE.

(A) The purposes of ~~this~~the Development Code include:

- (1) To promote and protect the public health, safety, and welfare of the people of the City of Santa Paula;
- (2) To safeguard and enhance the appearance and quality of development of the City of Santa Paula;

(3) To provide for the social, physical, and economic advantages resulting from comprehensive and orderly planned use of land resources;

(4) To conserve, stabilize, and protect the value of property in the City of Santa Paula;

(5) To provide adequate improvements and utilities in the City of Santa Paula; and

(6) To divide the City of Santa Paula into zones of such number, shape, and area as may be deemed appropriate and necessary to carry out the provisions of ~~this Development Code~~the Development Code and provide for its enforcement.

(B) The provisions contained in ~~this the~~ Development Code will apply to all real properties contained within the corporate limits of the City of Santa Paula.

(Ord. 1100, passed 7-6-04)

§ 16.01.040 TERMINOLOGY.

Words, terms, and phrases used in this ordinance will have the meanings usually ascribed to them, or as defined or used in state planning, zoning, and subdivision laws, or as defined in Chapter 16.05, Definitions, of this ordinance. For the purposes of ~~this the~~ Development Code, unless the context clearly indicates otherwise, certain terms used in ~~this the~~ Development Code are defined as follows:

(A) Words in the present tense include the future;

(B) Words in the singular number include the plural;

(C) Words in the plural number include the singular;

(D) The terms “shall” and “will” and “must” are mandatory;

(E) The term “City Council” means the City Council of the City of Santa Paula;

(F) The term “Planning Commission” means the Planning Commission of the City of Santa Paula;

(G) The term “his” is gender neutral and means his or her;

(H) The term “City” means the City of Santa Paula; and

(I) The term “General Plan” means the City of Santa Paula General Plan.

(Ord. 1100, passed 7-6-04)

§ 16.01.050 RELATIONSHIP TO GENERAL PLAN.

~~This The~~ Development Code is intended to provide the legislative framework to implement the goals, policies, plans, principles, and standards of the City of Santa Paula General Plan.

(Ord. 1100, passed 7-6-04)

§ 16.01.060 RELATIONSHIP TO OTHER REGULATIONS.

(A) The provisions of ~~this-the~~ Development must not be interpreted to repeal, amend, modify, alter, or change any other code that is not specifically repealed, amended, modified, altered, or changed.

(B) Nothing in ~~this-the~~ Development Code will be interpreted to authorize the use of a lot or parcel in any way that is in violation of any other applicable statute, code, or regulation.

(C) Whenever the provisions of ~~this-the~~ Development Code are different from the provision of any other ordinance or adopted code, the more restrictive provisions will apply, except as the same may be superseded by resolution or ordinance.

(D) The rights granted by any permit, license, or other approval under any ordinance repealed by ~~this-the~~ Development Code will be continued, but in the future, to the extent permitted by law, such rights will be exercised in accordance with the provisions of ~~this Development Code~~the Development Code.

(E) The provisions of ~~this-the~~ Development Code are not intended to abrogate any easements, covenants, or other existing agreements which are more restrictive than the provisions of ~~this-the~~ Development Code.

(Ord. 1100, passed 7-6-04)

§ 16.01.070 RELATIONSHIP TO CALIFORNIA ENVIRONMENTAL QUALITY ACT.

When a project is determined to be subject to the provisions of the California Environmental Quality Act (CEQA), the application will be reviewed in accordance with the provisions of ~~this-the~~ Development Code, the California Environmental Quality Act (Cal. Pub. Res. Code §21000 et seq.), the CEQA Guidelines (Cal. Gov't Code §15000 et seq.), and any environmental guidelines adopted by the City of Santa Paula.

(Ord. 1100, passed 7-6-04)

§ 16.01.080 EFFECT OF ~~THIS DEVELOPMENT CODE~~THE DEVELOPMENT CODE.

(A) *General application.* No person is permitted to use any premises except as specifically permitted by and subject to the regulations and conditions of ~~this Development Code~~the Development Code. Except as otherwise provided herein, wherever ~~this Development Code~~the Development Code prohibits the use of premises for a particular purpose, those premises and any improvements on those premises must not be used for that purpose, and no structure or improvement may be constructed, altered, or moved onto the premises which is designed, arranged, or intended to be occupied or used for that purpose.

(B) *City of Santa Paula exempt.* Agencies of the City of Santa Paula will be exempt from the provisions of ~~this Development Code~~the Development Code when the City Council makes the following findings:

(1) That reasonable attempts have been made to comply with the regulations contained in ~~this Development Code~~the Development Code; and

(2) That the strict and literal interpretation and enforcement of the Development Code would inhibit the city's ability to maintain public health, safety, and general welfare in a particular instance; and

(3) That the granting of the exemption will not be detrimental to the public health, safety, and general welfare or materially injurious to properties or improvements in the vicinity.

(C) *Buildings under construction.* Any building for which a building permit has been issued under the provisions of an earlier ordinance of the city which is in conflict with ~~this Development Code~~the Development Code, and on which substantial construction has been performed by integration of materials on the site before the effective date of ~~this Development Code~~the Development Code, nevertheless may be continued and completed in accordance with the plans and specifications upon which the permit was issued.

(Ord. 1100, passed 7-6-04)

§ 16.01.090 INTERPRETATION.

The provisions of ~~this Development Code~~the Development Code will be interpreted and applied as the minimum requirements and the maximum potential limits for the protection of the public health, safety, comfort, convenience, and general welfare.

(Ord. 1100, passed 7-6-04)

§ 16.01.100 SEVERABILITY OF ANY PORTION OF ~~THIS DEVELOPMENT CODE~~THE DEVELOPMENT CODE.

If any chapter, section, subsection, subdivision, sentence, clause, phrase, or portion of ~~this Development Code~~the Development Code is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of ~~this Development Code~~the Development Code. The City Council hereby declares that it would have adopted ~~this Development Code~~the Development Code and each chapter, section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more chapter, sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

(Ord. 1100, passed 7-6-04)

CHAPTER 16.02: ADMINISTRATION AND ENFORCEMENT

Section

16.~~0302~~.010 Planning Commission administers and interprets regulations

16.~~0302~~.020 ~~Planning~~ Director responsibilities

16.~~0302~~.030 Building Official responsibilities

16.~~0302~~.040 City Engineer responsibilities

16.~~0302~~.050 Clarification of ambiguity

§ 16.02.010 PLANNING COMMISSION ADMINISTERS AND INTERPRETS REGULATIONS.

In accordance with state planning and zoning law, Cal. Gov't Code §65000 et seq., the Planning Commission of the City of Santa Paula will administer this Title 16 and amendments thereto. The Planning Commission will have the authority and responsibility to hear and act upon all matters as specified in Chapters 16.200 through 16.234 (Administration of the Development Code) of this Title 16 and any other responsibilities authorized by Chapter 32 (Departments, Boards, Commissions and Agencies) of the Santa Paula Municipal Code.

(Ord. 1100, passed 7-6-04)

§ 16.02.020 ~~PLANNING~~ DIRECTOR RESPONSIBILITIES.

(A) The ~~Planning~~ Director or the designee will have the authority and responsibility to hear and act upon all matters as specified in Chapters 16.200 through 16.234 (Administration of the Development Code) of this Title 16.

(B) The ~~Planning~~ Director will have the authority to interpret the use provisions applicable to each zone district, using the zone district descriptions contained in Chapters 16.07 through 16.33 (Zoning Districts, Land Use Regulations and Development Standards) of this Title 16. In the event that a specific use or type of use is not listed, the Director will have the authority to determine which listed use is most similar to the proposed use and thereby determine whether the use is permitted, permitted subject to Conditional Use Permit review and approval, permitted as a temporary use, or prohibited. In determining "similarity," the Director will make all of the following findings:

(1) The proposed use must meet the intent of, and be consistent with the goals, objectives and policies of the general plan;

(2) The proposed use must meet the stated purpose and general intent of the district or zone in which the use is proposed to be located;

(3) The proposed use must not adversely impact the public health, safety and general welfare of the city's residents; and

(4) The proposed use must ~~share characteristics common with, and~~ not be of greater intensity, density or generate more environmental impact, than those uses listed in the permitted uses section.

(C) Any applicant, interested person, or public official may appeal any decision of the ~~Planning~~-Director to the Planning Commission in accord with the procedures set forth in Chapter 16.206 (Appeals and Revocations) of this Title 16.

(Ord. 1100, passed 7-6-04)

§ 16.02.030 BUILDING OFFICIAL RESPONSIBILITIES.

The Building Official or the duly authorized representative will be responsible for the enforcement of the provisions of this Title 16 which pertain to the construction, moving, conversion, alteration, or addition of and to structures and associated improvements to the lots on which they are located.

(Ord. 1100, passed 7-6-04)

§ 16.02.040 CITY ENGINEER RESPONSIBILITIES.

The City Engineer or the duly authorized representative will be responsible for the enforcement of the provisions of this Title 16 which pertain to the subdivision of land or other action authorized by the Subdivision Map Act (Cal. Gov't Code §66410 et seq.).

(Ord. 1100, passed 7-6-04)

§ 16.02.050 CLARIFICATION OF AMBIGUITY.

If ambiguity arises concerning the appropriate classification of a particular use within the meaning and intent of this Title 16, or if ambiguity exists with respect to matters of height, yard requirements, area requirements, or zone boundaries as set forth herein, it will be the duty of the ~~Planning~~-Director to ascertain all pertinent facts, and to set forth in writing the findings and the interpretations. The Director can refer the matter to the Planning Commission as a scheduled matter not requiring public hearing, ~~and for written the findings and interpretations of the Planning Commission will be set forth in the recorded minutes.~~ Thereafter, ~~such the~~ interpretations by the Director or Planning Commission will be maintained in a file and govern.

(Ord. 1100, passed 7-6-04)

CHAPTER 16.03: DEFINITIONS

Section

16.035.010 General

16.035.020 "A" definitions

16.0503.030 "B" definitions

16.035.040 "C" definitions

16.035.050 “D” definitions
16.035.060 “E” definitions
16.035.070 “F” definitions
16.035.080 “G” definitions
16.035.090 “H” definitions
16.035.100 “I” definitions
16.035.110 “J” definitions
16.035.120 “K” definitions
16.035.130 “L” definitions
16.035.140 “M” definitions
16.035.150 “N” definitions
16.035.160 “O” definitions
16.035.170 “P” definitions
16.035.180 “Q” definitions
16.035.190 “R” definitions
16.035.200 “S” definitions
16.035.210 “T” definitions
16.035.220 “U” definitions
16.035.230 “V” definitions
16.035.240 “W” definitions
16.035.250 “X” definitions
16.035.260 “Y” definitions
16.035.270 “Z” definitions

§ 16.03.010 GENERAL.

(A) For the purposes of ~~this Development Code~~the Development Code, certain words, phrases, and terms used herein will have the meaning assigned to them by this chapter.

(B) For general terminology used throughout ~~this Development Code~~the Development Code, refer to 16.01.040 (Terminology). For terminology used in ~~this Development Code~~the Development Code but not defined in this chapter or in 16.01.040, the definitions used in the California Building Code or accepted dictionaries of the English language will govern (Webster's Collegiate Dictionary, Tenth Edition).

(Ord. 1100, passed 7-6-04)

§ 16.03.020 "A" DEFINITIONS.

ABOVE GROUND/ON GROUND SWIMMING POOL - See "Swimming Pool."

ABUT or ABUTTING LAND - A parcel of land having a common boundary with another parcel of land, including parcels which have no common boundary other than a common corner.

ACCESS - The place or way by which pedestrians and vehicles will have safe, adequate, and usable ingress and egress to a property or use required by the provisions of ~~this Development Code~~the Development Code.

ACCESSORY BUILDING - Attached or detached subordinate building, the use of which is customarily incidental to that of the main building or to the main use of the land and which is located on the same lot with the main building or use.

ACCESSORY USE - A use customarily incidental and accessory to the principal use of a lot or a building or other structure located upon the same lot as the accessory use.

ACREAGE, GROSS - The total land area within a defined boundary before the exclusion of public rights-of-way, public parks, and public school sites.

ACREAGE, NET - That portion of gross acreage exclusive of public streets and all public lands and rights-of-way. The area within the lot lines of a lot exclusive of any dedications for public rights-of-way, public parks, and public school sites.

ADDITION - Any construction that is attached to an existing building or facility and which increases the size or capacity of a building or facility in terms of site coverage, height, length, width, or gross floor area.

ADJOINING - Refers to a lot or parcel of land which shares all or part of a common lot line with another lot or parcel of land.

ADULT BUSINESSES AND ENTERTAINMENT ENTERPRISES - Definitions relating to adult businesses and entertainment enterprises are contained in 16.54.010.

AFFORDABLE HOUSING COSTS - The housing cost (including principal, interest, taxes and homeowner association assessments, if applicable) of those ownership units targeted for very low-, low- or moderate income households which cost will not exceed 30% times 50% of the county median household income adjusted for family size appropriate for the unit for very low-income households, 30% times 70% of the county median household income adjusted for family size appropriate for the unit for low- income households, and 35% times 110% of the county median household income adjusted for family size appropriate for the unit for moderate income households as specified in Cal. Health & Safety Code 50052.5.

AFFORDABLE RENTS - The rent for those units targeted for very low-, low and moderate income households, which will not exceed 30% times 50% of county median household income, adjusted for family size appropriate for the unit for very low-income households, 30% times 60% of county median household income, adjusted for family size appropriate for the unit for low-income households, and 30% times 110% of county median household income, adjusted for family size appropriate for the unit for moderate-income households as specified in Cal. Health & Safety Code 50053.

AFFORDABLE SALE PRICE - The price that can be financed by a fixed rate mortgage where the monthly payment meets the definition of affordable housing costs in this subchapter. The monthly payment will include the principal plus interest plus taxes plus homeowner's association fees (if applicable).

AFFORDABLE UNITS - Those dwelling units which will be guaranteed by the developer to be rented or sold for a period of time, agreed to by the city and developer, to moderate-, low- or very low-income households. ~~However, if a rental unit was an affordable unit at the last annual review by the housing authority, but the household no longer qualifies as either a moderate-, low- or very low-income household, whichever is applicable to the particular household, the unit will be treated as a market rate unit. In order to maintain the required number and mix of affordable units in the project, the next available unit of comparable size must then be rented to a moderate-, low- or very low-income household, as is applicable, and will then be considered an affordable unit as a replacement for the original unit. If such rental does not return the total number of affordable units to the minimum amount required under the density bonus approval, then the next available unit of comparable size must be rented to a moderate-, low- or very low-income household, and so forth.~~

AGRICULTURE - The science and art of farming, producing crops, floriculture, horticulture, and the work of cultivating the soil.

ALLEY - Any public thoroughfare for the use of pedestrians or vehicles, not less than 10 feet nor more than 30 feet wide, which has been deeded or dedicated to the city as a secondary means of access to abutting property.

AMUSEMENT ARCADE-CENTER or CENTER-ARCADE - Any business, store, or location, with the exception of bowling alleys and pool halls, in which more than three amusement devices are placed, whether or not the operation of the devices is primary or

accessory to the business, store, or location. A bowling alley or pool hall will be considered an **AMUSEMENT CENTER** or **ARCADE** if more than ten amusement devices are in the location, or ~~more than if there are~~ three or more amusement devices ~~if more than that cover~~ 50% or more of the public floor area ~~is devoted to amusement devices~~.

AMUSEMENT DEVICE - Any electrically or mechanically operated instrument, machine, device, computer or equipment which is activated, operated, or used by means of payment, or by means of inserting a coin, token, slug, or other device into a slot or receptacle, or are rented for periods of time, and which may be operated by the public for use as a game, entertainment, or amusement whether or not skill is involved. **AMUSEMENT DEVICES** will not include jukeboxes, vending machines, coin-operated pool tables, or riding machines for small children.

ANIMAL, PET - An animal that is not inherently dangerous, but is kept for pleasure, companionship or security purposes rather than for husbandry.

ANIMAL SHELTER - Any public or private facility in which five or more dogs or domesticated animals over the age of four months are kept, maintained or rehabilitated for the primary purpose of facilitating transfer of ownership of such animals to off-premise individuals.

ANTENNA, SATELLITE OR DISH - Any exterior or external receiving device whose purpose is to receive communications or other signals from a transmitter relay, whether from land based transmitters or from satellites in planetary orbit in space, including cell phone towers and other apparatus such as bands and all structures to hold such apparatus.

ANTIQUA STORE or SHOP - A commercial business that sells ~~only~~ bonafide antiques, which are defined as items over 40 years old, or collectable items manufactured within the last 40 years. ~~Final determination of materials suitable for sale will be made by the Planning Director.~~

APARTMENT - One or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit in a building containing two or more dwelling units for rent.

ASSEMBLY (LARGE SCALE) - Means putting together parts for a finished large-scale product including, without limitation, aircraft, and agricultural equipment assembly.

ASSEMBLY (SMALL SCALE) - Means putting together parts for a finished small-scale product including, without limitation, electronic instruments, small appliances, cabinet and carpenter shops, electric welding and electroplating.

ASSEMBLY HALL - A building, or portion of a building, used for large scale public or private gatherings of people. For example and without limitation, assembly halls including private educational facilities; ~~religious institutions;~~ clubs; lodges; and similar kinds of facilities whether available for public or private use.

AUTOMATIC TELLER MACHINE - An automated device that performs banking or financial functions at a location within, auxiliary to, or remote from the controlling financial institution or branch office.

AUTOMOBILE REPAIR GARAGE - Any facility that provides general repair services to automobiles, including body repairs, engine overhaul, upholstery work, parts rebuilding and like activities.

AUTOMOBILE SERVICE STATION - A retail place of business where fuel for motor vehicles is offered for sale to the public, and that may or may not include the incidental provision of services such as minor automobile repair, lubricating service or car wash, or the incidental sale of other petroleum products, tires, batteries, and other automotive accessories. AUTOMOBILE SERVICE STATIONS may also include the incidental sale of items commonly associated with the operation of a mini-mart, such as snacks and beverages, with the exception of alcoholic beverages unless permitted under a conditional use permit.

AUTOMOBILE WRECKING - The dismantling or destruction of one or more automobiles, motorcycles or any other motor vehicles.

AVIARY - A collection of more than five ornamental or song birds on a parcel, not including birds kept or maintained for commercial purposes or poultry.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1167, passed 11-20-06)

§ 16.03.030 “B” DEFINITIONS.

BANK - See “financial institutions”.

BAR - Any facility licensed by the State of California which restricts entry to persons of legal drinking age, as established by state law, at which the sale of alcoholic beverages, including beer, wine, and mixed drinks, is provided for consumption on the premises.

BASEMENT - That portion of a building between the floor and ceiling which is partly or wholly underground. A basement will be counted as a story for the purpose of height measurement where more than one-half of its height is above grade.

BED AND BREAKFAST INN - a single-family, owner-occupied detached dwelling which provides only transient lodging in not more than five rooms with a maximum stay of 14 consecutive nights. A **BED AND BREAKFAST INN** may provide no food or beverage service for the transient guests other than breakfast provided in the areas of the dwelling commonly used by the resident family for the consumption of food.

BEDROOM - Any habitable room used, or intended or designed to be used for sleeping purposes, provided such room has a minimum size of 70 square feet.

BOARDINGHOUSE or **ROOMINGHOUSE** - A building or portion thereof which is used to accommodate, for compensation, three or more boarders or roomers, not including members of the occupant's immediate family, who might be occupying such building.

BODY OF WATER - A swimming pool, spa, hot tub, human-made lake, fish pond, or any similar feature capable of containing water 18 inches deep or deeper, but not including plumbing fixtures (such as bathtubs), natural lakes, streams, or human-made irrigation or flood-control channels.

BUILDING - Any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, chattel, or property of any kind.

BUILDING CODE - The current edition of the California state adopted building regulations, and city amendments to such regulations.

BUILDING or **LOT COVERAGE** - The percentage of the net lot area that is covered by all the buildings and structures on a lot, including garages and covered patios, balconies, decks that are elevated more than five feet above the natural grade, staircases that lead to a second story, parking areas and driveways. **LOT COVERAGE** will not include uncovered porches and steps, walkways, and grade level patios completely separated from driving and parking areas by a 5-foot wide landscape area.

BUILDING FRONTAGE - The side of a building containing the primary pedestrian entrance. If multiple primary entrances exist, the frontage is the side facing the street with the highest classification in the Circulation Element of the General Plan. If all streets have the same classification, the frontage is the side with the smallest linear dimension containing a primary entrance.~~That side of a building containing the main entrance for pedestrian entrance and exit. If more than one main entrance exists, the one that more nearly faces or is oriented to the street of highest classification as portrayed in the Circulation Element of the General Plan, will be considered the **BUILDING FRONTAGE**. If all streets are of the same classification, the side of the building with the smallest lineal dimension containing a main entrance will be considered the **BUILDING FRONTAGE**.~~

BUILDING HEIGHT - The vertical distance from the average finished ground level of the sitegrade to the highest point of the structure, but exclusive of vents, air conditioners, chimneys, or other such incidental appurtenances.

BUILDING MATERIALS YARD - A use providing for the sales and/or distribution of supplies or construction materials ordinarily associated with building or construction activity, either private or commercial.

BUILDING SITE - Any parcel, or portion of a parcel, that supports an approved that supports or is proposed to support a structure, structures, or use, and including all required yards, open space and parking, ~~or any site that is proposed for such development.~~

BUNGALOW COURT - A group of three or more detached one-story, one-family or two-family dwellings located upon a single lot, together with all open spaces as required by ~~this Development Code~~ the Development Code, but not including tourist courts or motels.

BUSINESS - A use or activity involving the sale or rental of goods or the sale or furnishing of services of any kind in exchange for a form of compensation.

BUS SHELTER - Any structure located in the public right-of-way that covers or contains bus benches.

(Ord. 1100, passed 7-6-04)

§ 16.03.040 “C” DEFINITIONS.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) - Cal. Pub. Res. Code §§ 21000 et seq. that requires state, regional, county, and local agencies to conduct environmental review for any discretionary activity proposed to be carried out or approved by those agencies.

CAMPGROUND, PUBLIC - A designated public area for temporary occupancy by recreational vehicles, tents, or other camping equipment. ~~A public area wherein major recreational equipment may be placed as temporary dwellings.~~

CARPORT - A permanent roofed structure with not more than three enclosed sides used or intended to be used for automobile shelter and storage.

CAR WASH, FULL SERVICE - A structure containing employees and facilities for washing automobiles using a chain conveyor or other method of moving the cars along, or manual, automatic or semiautomatic application of cleaner, brushes, rinse water, and heat for drying. Car-washing employees are located at a full-service car wash.

CAR WASH, SELF-SERVICE - A structure containing facilities for washing stationary automobiles, including the semiautomatic application of cleaner, rinse water, and possibly heat for drying. No car-washing employees are located at a self-service car wash.

CATERING SERVICE - An establishment that prepares and delivers food for consumption off the premises (e.g. banquets or luncheons). A **CATERING SERVICE** may contain kitchen facilities and may also provide dining supplies such as place settings, tablecloths, and beverage dispensers.

CHECK CASHING SERVICE - Any business where checks are cashed for additional fee or surcharge, excluding banks, savings-and-loans and credit unions that are licensed or chartered by the state or federal government.

CHILDREN - Persons under the age of 18.

CHURCH - Any building utilized primarily as a place of worship or for conducting religious services, and including accessory uses such as fellowship halls, offices, and permitted

classrooms. Such building must be fully enclosed with walls, including windows and doors, and must conform to applicable legal requirements affecting design and construction.

CLINIC - An organized outpatient health facility for human patients who remain therein less than 24 hours.

CLUB - Any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.

COMMERCIAL USE - See “Use, Commercial Retail” and “Use, Commercial Service.”

COMMERCIAL VEHICLE - Any vehicle classified by the State of California as a commercial vehicle pursuant to Cal. Veh. Code §260 and 35701 et seq.

COMMISSION - The Planning Commission of the City of Santa Paula.

COMMUNITY APARTMENT PROJECT - ~~Has the same meaning as~~ As defined in Cal. Civil Code 1351(d).

COMMUNITY CARE FACILITY - Any facility, place, or building where six or more persons live together which is maintained and operated to provide nonmedical residential care, day treatment, or foster family agency services for children, adults, or children and adults, including, but not limited to, physically handicapped, mentally impaired, mentally incompetent persons, abused or neglected people, and substance abusers; which includes residential facilities, day treatment facilities, foster family homes, small family homes, social rehabilitation facilities, community treatment facilities, shelters for battered women, substance abuse treatment facilities and social day care facilities.

COMPENSATION - Compensation in money, services or other things of value.

CONDITIONAL USE - A use permitted on a particular site and within a zone only upon a finding by a discretionary body that such use in a specified location will comply with all the conditions and standards for the location or operation of such use as specified in this ordinance and authorized by the City Council.

CONDITIONAL USE PERMIT - An approval that is required for a use to be carried out in a particular zone that is not a use permitted by right. Each application is considered on its individual merits.

CONDOMINIUM - The interior airspace of two or more dwelling units that are individually owned and where the balance of the property is owned in common by the owners of the units served by separate utilities.

CONDOMINIUM CONVERSION - The development of land and existing structures as a condominium, regardless of the present or prior use of such land or structures, and regardless of whether substantial improvements have been made to such structures.

CONGREGATE CARE HOUSING - A multi-family residential facility with shared kitchen facilities, deed-restricted or restricted by an agreement approved by the city for occupancy by low or moderate income households, designed for occupancy for periods of six months or longer, providing services which may include meals, housekeeping and personal care assistance as well as common areas for residents of the facility.

CONTAINER - A bin, used either for commercial or private residential purposes, provided by an approved solid waste collector for the accumulation and collection of solid waste, recyclable materials, and green waste from any premises in the city.

CONVALESCENT HOME or HOSPITAL - A state-licensed facility that provides long-term nursing, dietary, and other medical services, except surgery or primary treatments customarily provided in a hospital, to convalescents or invalids.

CONVENIENCE STORE - See “Mini-market.”

COUNCIL - The City Council of the City of Santa Paula

COUNTY MEDIAN HOUSEHOLD INCOME - The annual income figure, adjusted for household size, as published by the U.S. Department of Housing and Urban Development (HUD) or the California Department of Housing and Community Development (HCD), or any successor agency, which represents the “middle” of the income range in the County of Ventura. The median income figure indicates that half of all households have incomes larger than that value, and half have less.

COUNTY MEDIAN MONTHLY INCOME - The county median household income divided by 12.

COVERAGE - See “Building or Lot Coverage”

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.050 “D” DEFINITIONS.

DANCE STUDIO - Any facility in which classes are offered and held on a regular basis that teach the techniques of any dance, aerobic routine, martial art, or other similar activity for compensation. Such use may include facilities for the occasional recital performance of such classes for persons enrolled in the class.

DAY CARE CENTER, CHILD - Any child day care facility other than a family day care home. **DAY CARE CENTERS** include infant centers, nursery schools, day nurseries, preschools, extended day care facilities, school-age child care centers and employer-sponsored child day care centers.

(Cal. Health & Safety Code 1596.76)

DAY CARE CENTER, EMPLOYER- SPONSORED CHILD - Any child day care facility at the employer's site of business operated directly or through a provider contract by any person or entity having one or more employees, and available exclusively for the care of children of that employer, and of the officers, managers, and employees of that employer.

(Cal. Health & Safety Code 1596.771)

DAY CARE FACILITY, CHILD - A facility that provides non-medical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. **CHILD DAY CARE FACILITY** includes day care centers, employer-sponsored child day care centers, and family day care homes.

(Cal. Health & Safety Code 1596.750)

DAY CARE HOME, LARGE FAMILY - A private home that is licensed by the State of California as a large family day care home to provide family day care, in the provider's own home, of up to 14 children, including children under the age of 10 years who reside at the home.

(Cal. Health & Safety Code 1597.46)

DAY CARE HOME, SMALL FAMILY - A private home that is licensed by the State of California to provide family day care, in the provider's home, of up to eight children, including children under the age of ten years who reside at the home. See Cal. Health & Safety Code 1597.45 .

DECK - A flat floored platform, can be at different levels, covered by building code if 30 inches above adjacent grade.

DEFENSIBLE SPACE - DEFENSIBLE SPACE is a design concept that promotes site planning and building design features aimed toward preventing safety and security problems.

DENSITY - The total number of permanent residential dwelling units per acre of land, exclusive of all existing public streets and rights-of-way.

DENSITY BONUS - Definitions relating to density bonus provisions are contained in Chapter 16.13.

DEPARTMENT STORE - A retail facility that sells clothing, jewelry, accessories, furniture, or other household items through a variety of separate departments, owned by a single corporate entity and operated entirely within one building or structure as one commercial use.

DEPENDENT HOUSING - See "Second Dwelling Unit."

DESIGN ASSISTANCE COMMITTEE - A five-person committee that is advisory to the Historic Preservation Commission.

DESIGN REVIEW COMMITTEE - The committee comprised of the ~~Planning~~ Director, the Building and Safety ~~Director~~Official, the City Engineer, the Public Works Director, the Police Chief, and the ~~Fire-Ventura County Fire Protection District Division~~ Chief, or their designees, established for the purpose of reviewing development applications for compliance with the provisions of ~~this Development Code~~the Development Code, as set forth in Chapter 16.226 (Design Review).

DETACHED BUILDING - Any building that is not physically joined to another building by a common wall.

DEVELOPMENT PROJECT - A DEVELOPMENT PROJECT consists of one or more of the following:

(1) A project for which a building permit is required for a commercial, industrial, or institutional structure.

(2) A project for which a building permit is required for residential structures. For the purposes of requiring common areas for solid waste collection, a residential development project ~~will be~~is a structure containing four or more dwelling units.

DEVELOPMENT SITE - See "Building Site."

DIRECTOR - The ~~Community and Economic Development Planning Director~~ of the City of Santa Paula, or successor title given. The Director is the chief administrator of the Community and Economic Development Department. The Director also serves as the secretary to the Planning Commission.

DORMITORY - A building used partially for sleeping and eating accommodations and where such facilities are related to educational or public institutional use, including religious institutions, fraternities or sororities.

DRIVEWAY - A private roadway or access way providing vehicular access to a parking space, parking lot, garage, dwelling, or other structure.

DROUGHT-TOLERANT PLANT MATERIAL - Those plants that tolerate heavy clay to sandy soil with the use of limited supplemental water. Said plants are able to thrive with deep, infrequent watering once their root systems are established (3 to 12 month average time period). Plants include those that naturally grow in~~are indigenous to (native and non-native plant species)~~ areas of limited natural water supply with weather and soil conditions roughly similar to the City of Santa Paula. ~~(native and non-native plant species) and are adaptable to weather and soil conditions prevalent in the City of Santa Paula.~~

DRUG STORE - A store where the primary business is the filling of medical prescriptions and the sale of drugs, medical devices and supplies, and non- prescription medicines, but where non-medical products such as cards, candy, and cosmetics are also sold.

DRY CLEANING PLANT - A facility where dry cleaning is performed on the premises. A **DRY CLEANING PLANT** may also contain retail laundry service.

DRY CLEANING SERVICE - A business which offers retail laundry service, but at which no dry cleaning services are performed on the premises.

DWELLING GROUP - Two or more dwellings, boarding or rooming houses, or any combination thereof, located on one lot.

DWELLING, MULTIPLE-FAMILY - A building containing two or more dwelling units. More than one dwelling on a parcel will be considered a multi-family use.

DWELLING, SINGLE-FAMILY ATTACHED - A dwelling unit occupied or intended for occupancy by only one family that is structurally connected with at least one other such dwelling unit. See definition of townhouse.

DWELLING, SINGLE-FAMILY DETACHED - A detached building containing no more than one dwelling unit occupied or intended for occupancy by only one family, provided only one such dwelling unit is located on a lot.

DWELLING, TWO-FAMILY OR DUPLEX - A building containing no more than two dwelling units.

DWELLING UNIT or **DWELLING** - Any building or mobile home or portion thereof, including a manufactured home or portion thereof, which contains the following: sleeping and eating areas, sanitation as required by City Code, and one kitchen area.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06)

§ 16.03.060 “E” DEFINITIONS.

EASEMENT- A legal right given by the owner of land to another party for specific limited use of that land.

EDUCATIONAL INSTITUTION — Has the same meaning as defined in Cal. Ed. Code § 22129, or is any accredited public or private institution whose primary purpose is to provide classroom teaching and includes a high school, trade or vocational school or college, community college, or other college or university. An institution offering academic instruction or training leading to a degree, or accreditation by the state, including private colleges or trade schools but not including dance schools, business schools and similar commercial establishments.

ELECTRIC VEHICLE CHARGING STATION - Has the same definition given in Chapter 16.77 (Electric Vehicle Charging Systems; Streamlining Permitting).

EMERGENCY SHELTER — Has the same meaning as defined in Cal. Health and Safety Code § 50801, or is by the U.S. Department of Housing and Urban Development (HUD), or is any facility, the primary purpose of which is to provide temporary or transitional

~~shelter for the homeless in general or for specific populations of the homeless. a facility that provides immediate and short-term housing and supplemental services to homeless persons or families. Supplemental services may include food, counseling, and access to social programs.~~

(Ord. 1100, passed 7-6-04)

§ 16.03.070 “F” DEFINITIONS.

FAMILY - One or more persons, related or unrelated, living together as a single housekeeping unit.

FARM ANIMAL - Any horse, cow, llama, sheep, goat, rabbit, hen, rooster, or other poultry.

FARMWORKER HOUSING - Housing specifically for persons employed in the agricultural industry, to include group quarters, single room occupancy, and multifamily housing. Such housing must be restricted by deed for occupancy by farmworkers. See also Migrant Farmworker Housing.

FENCE - A solid or open barrier other than a wall above ground intended to enclose or mark a boundary, usually made of posts and wire or wood.

FINAL MAP – See Chapter 16.80 (Subdivision Regulations).

FINANCIAL INSTITUTION - An establishment or facility for the custody, loan, exchange, or issue of money; for the extension of credit; and for facilitating the transmission of funds. This definition specifically excludes check cashing business and pawnshop.

FIRE CHIEF – The Ventura County Fire Protection District Division Chief, or any successor title given, whose jurisdiction includes the City of Santa Paula.

FIRE CODE – The current edition of the California state adopted fire code regulations, and city amendments to such regulations.

FLAGPOLE - A freestanding ~~structure~~pole, vertical post, or a structure attached to a building or to the roof of a building on a parcel of record and used for the sole purpose of displaying flags of political entities or apolitical groups.

FLOOR AREA RATIO - The total gross area of all buildings on a lot divided by the lot area (FAR). For the purpose of calculating floor area, floor area will (1) not include exterior courts, garages, carports, elevator shafts, and stairwells; and (2) be calculated based on the exterior faces of walls.

FOOD PROCESSING - Means all the activities of manufacturing food and beverages for human consumption, ~~and prepared or for~~ animal feeds, including, without limitation, creameries, flour mills, frozen food lockers, fruit and vegetable canning, freezing, packing

and preserving plants, ice and cold storage plants, and agricultural packing, ~~and~~ canning, or and processing plants.

FRONTAGE - That portion of a lot, parcel or site that abuts a dedicated public street.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1167, passed 11-20-06)

§ 16.03.080 “G” DEFINITIONS.

GARAGE, PRIVATE - An accessory building, or an accessory portion of the main building, designed and used primarily for the shelter or storage of operable vehicles owned or operated by the occupants of the main building and having a minimum of four walls.

GARAGE, PUBLIC - A building, other than a private garage, used for the storage, care, repair or servicing of automobiles~~motor vehicles~~.

GARBAGE - All refuse, discarded materials or food of any kind, or waste food or discarded food of all kinds, including, but not restricted to, meat, fish, fruit, bakery goods, and vegetable refuse, or any putrid or offensive organic matter, except manure or fertilizer used for agricultural purposes.

GENERAL PLAN - The General Plan of the City of Santa Paula, adopted pursuant to the State of Cal. Gov’t Code §65301 et seq. and adopted by the City Council.

GRADE - The average of the finished ground level at the center of all walls of a building. In the event walls are parallel to and within five feet of a sidewalk, the ground level will be measured at the sidewalk.

GRANNY FLAT - See “Second Dwelling Unit.”

GROSS FLOOR AREA - The total dimensions on each floor as measured from the outside wall.

GROSS LOT (OR LAND) AREA - The total dimensions on the lot as measured along property lines.

GROUP HOME - Any facility of any capacity which provides 24-hour care and supervision to children in a structured environment with such services provided at least in part by staff employed by the licensee. The care and supervision provided by a group home must be nonmedical except as permitted by Cal. Welfare & Institutions Code §17736(b).

GROUP QUARTERS - A facility that houses groups of unrelated persons not living in households (U.S. Census definition). Examples of **GROUP QUARTERS** includes institutions, dormitories, shelters, military quarters, assisted living facilities and other quarters, including single-room occupancy (SRO) housing, where five or more unrelated individuals are housed.

GUESTHOUSE - An accessory building, attached or detached from the primary building, which is destined to be occupied by one or more guests for temporary lodging. A guesthouse contains no kitchen facilities and is not an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, as defined in Santa Paula Municipal Code Section 16.277.010.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06)

§ 16.03.090 “H” DEFINITIONS.

HARDSCAPE - Decorative elements that may be combined with landscaping to satisfy the landscaping requirements of ~~this Development Code~~ the Development Code. Hardscape elements include, but are not necessarily limited to, natural features such as rock and stone; and structural features such as walkways, fountains, reflecting pools, swimming pools, art works, screens, walls, fences, benches, and crushed granite.

HAZARDOUS MATERIALS - Any material defined as a “hazardous waste” pursuant to Cal. Health & Safety Code §25117.

HAZARDOUS MATERIALS FACILITY - Defined pursuant to the Cal. Health & Safety Code §25117.1.

HISTORIC PRESERVATION COMMISSION - A five-person commission appointed by the City Council to carry out ~~the Historic Preservation~~ Chapter ~~(16.3334 Historical Property Agreements)~~ of ~~this Development Code~~ the Development Code, and any other responsibilities directed by the City Council. The Planning Commission serves as the Historical Preservation Commission.

HOME OCCUPATION - Any commercial activity conducted entirely within a particular dwelling or in an approved habitable accessory building by one or more of the inhabitants of the property and up to one non-resident employee. **HOME OCCUPATIONS** are uses that do not interrupt or interfere with the general nature or character of the residential neighborhood.

HOSPITAL - A health facility having a duly-constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services.

HOT TUB - See “Spa.”

HOTEL - An establishment which is open to transient guests, in contradistinction to a roominghouse, and which provides customary hotel services including maid service, the furnishing and laundering of linen, telephone and secretarial or desk service, and where no individual kitchen facilities are provided, whether known as a hotel or motel.

HOUSEHOLDS - All persons living in a housing unit whether or not they are related (U.S. Census Definition). A single person living in an apartment as well as a family living in a

house is considered a **HOUSEHOLD**. **HOUSEHOLD** does not include individuals living in dormitories, prisons, convalescent homes, or other group quarters.

HOUSEHOLDS, LOW-INCOME - Those households whose gross annual income does not exceed 80% of the county median household income, as defined in Cal. Health & Safety Code §50079.5.

HOUSEHOLDS, MODERATE-INCOME - Those households whose gross annual income does not exceed 120% of the county median household income, as defined in Cal. Health & Safety Code §50093.

HOUSEHOLDS, VERY LOW-INCOME - Those households whose gross annual income does not exceed 50% of the county median household income, as defined in Cal. Health & Safety Code §50105.

(Ord. 1100, passed 7-6-04; Am. Ord. 1192, passed 6-16-08)

§ 16.03.100 “I” DEFINITIONS.

IMPROVEMENT - Any construction, building, paving, or landscaping activity that materially adds to the value of a facility, substantially extends its useful life, or adapts it to new uses. Repairs performed for the purpose of maintaining a facility in good operating condition but which do not materially add to the value of a facility or substantially extend its useful life are not considered IMPROVEMENTS.

INDUSTRIAL USE - See “Use, Industrial”.

INSTITUTIONAL USE - See “Use, Institutional”.

(Ord. 1100, passed 7-6-04)

§ 16.03.110 “J” DEFINITIONS.

JUNK YARD or SALVAGE YARD - Any area, lot, parcel, building, or structure, or part thereof, used for the storage, collection, processing, purchase, sale, or abandonment of junk or unwanted inorganic materials. Junk and salvage yard uses also include the baling of cardboard, cardboard boxes, paper, and paper cartons.

(Ord. 1100, passed 7-6-04)

§ 16.03.120 “K” DEFINITIONS.

KENNEL - Any lot or premises on which five or more dogs or domesticated animals at least four months of age are kept, boarded, or trained for the off-premise owners of such animals, except veterinary clinics, hospitals, and animal shelters.

KITCHEN - Any room used or intended or designed to be used for cooking or the preparation of food, including any room having a sink and either a three-fourths-inch gas opening or provision for an electric stove.

(Ord. 1100, passed 7-6-04)

§ 16.03.130 “L” DEFINITIONS.

LABOR CAMP - Any place, area, or building where living accommodations are maintained or intended for persons performing agricultural or other types of labor on property other than property owned or leased by the owner of such accommodations.

LANDSCAPING - Unless otherwise defined elsewhere in ~~this Development Code~~ the Development Code, the planting, including replanting in case of death, disease, disfigurement or dismemberment, of live trees, shrubs and ground cover which, at the time of planting, are healthy, vigorous, and free of diseases, and of a species that is able to thrive in the environment and soil type in which it is planted, and maintenance thereof sufficient to sustain plant life, including an underground irrigation system with a useful life of not less than 10 years. **LANDSCAPING** also includes hardscape and artificial surfaces when interspersed with shrubs and/or trees.

LAUNDROMAT - An establishment providing washing and drying machines on the premises for rental use to the general public for laundering of clothes.

LAUNDRY SERVICE - An establishment that cleans, washes, and dries clothes or other cloth materials, either brought in and carried away by the customer or collected and delivered primarily by the laundry service employees. A **LAUNDRY SERVICE** does not contain dry cleaning facilities.

LOADING SPACE - An off-street space or berth that is on the same lot as the building(s) it services; abuts a street, alley, or other appropriate means of access; and is used for the temporary parking of a commercial vehicle that is being loaded or unloaded with merchandise, materials, or people.

LODGE - See “Club.”

LOT - Land which is:

- (1) A parcel of real property shown as a delineated parcel of land with a number or other designation on a final map of subdivision recorded in the office of the County Recorder of Ventura County; or
- (2) A parcel of land which was a recorded parcel separate from any adjacent parcel of land and was indicated as a separate parcel on the records of the Ventura County Assessor on November 3, 1960, provided such parcel has legally recorded access to a public street, either directly or by way of an access strip at least 20 feet in width, which is topographically traversable by vehicular traffic; or

(3) A parcel of land created subsequent to November 3, 1960, pursuant to a lot split or parcel map approved by the Planning Commission of the city and, in the case of a parcel map, duly recorded in the office of the County Recorder of Ventura County.

LOT AREA - The area enclosed within the lot lines of a lot. For the purposes of computing the permitted number of units in residential zones, however, **LOT AREA** will mean the net area remaining in the lot after required dedications for public streets are made and the area necessary for private streets and main access driveways are deducted.

LOT, CORNER - A lot or parcel of land situated at the intersection of two or more streets or highways, which streets or highways have an angle of intersection, measured within such lot or parcel of land, of not more than 135° (see Figure 5-1 of this section).

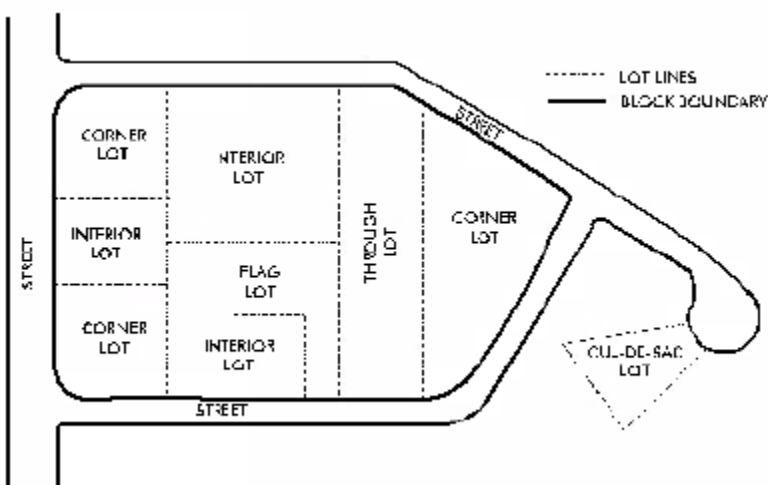


Figure 5-1

Lot Types

LOT, CUL-DE-SAC - A lot located at any position on the circular portion of a cul-de-sac street (see Figure 5-1 of this section).

LOT DEPTH - The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

LOT, FLAG - A lot having access to a public or private roadway by a narrow, private right-of-way or easement and where the buildable portion of the lot is located to the rear of another lot or lots (see Figure 5-1 of this section).

LOT, INTERIOR - A lot having lots adjoining on two sides (see Figure 5-1 of this section).

LOT, KEY - The first interior lot to the rear of a reverse corner lot, whether or not separated by an alley.

LOT LINE, FRONT - The property line dividing a lot from a street. On a corner lot only one street line will be considered as a front line. The shorter street frontage will be considered the front lot line. On a flag lot, the front lot line will also include the line dividing the lot from the street fronting parcel(s). In the case of lots without street frontage, the ~~Planning~~ Director will designate the front lot line.

LOT LINE, REAR - The lot line most nearly parallel to the front lot line.

LOT LINE, SIDE - Any lot lines other than front lot lines or rear lot lines.

LOT, REVERSE CORNER - A corner lot in which the rear lot line abuts the side lot line of at least one adjacent lot.

LOT, SUBSTANDARD - Any lot that does not meet the minimum dimensions required by ~~this Development Code~~ the Development Code.

LOT, THROUGH - A lot, other than a corner lot, having frontage on two parallel streets (see Figure 5-1 of this section).

LOT WIDTH - The horizontal distance between the side lot lines, measured at right angles to the depth at a point midway between the front and rear lot lines.

LOW-WATER-FLOW IRRIGATION - A system of watering plant material using drip/trickle, reduced water emitting devices, low precipitation heads, soaker lines, or other similar mechanisms that restricts the amount of water in gallons per minute to allow for deep percolation into the soil. ~~The low water flow irrigation system, combined with watering practices outlined in this zoning ordinance, will reduce water loss through evaporation, wind drift, and overwatering.~~

(Ord. 1100, passed 7-6-04)

§ 16.03.140 “M” DEFINITIONS.

MANUFACTURING, GENERAL - A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental processing of extracted or raw materials.

MANUFACTURING, ~~HEAVY (LARGE SCALE)~~ - Means establishments engaged in the mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts and the blending of materials. Examples of manufacturing uses include, without limitation, the following: aircraft, heavy equipment, boat buildings, bottling plants, paint mixing plants (not employing a boiling process), machine shops (except punch presses of over 20 tons rated capacity, drop hammers and automatic screw machines), the manufacture of the following: billboards and advertising structures; electric or neon signs; ceramic products; clothing or garments; cosmetics; perfumes and toiletries; drugs and pharmaceuticals; electronic instruments and devices; radios; televisions and phonographs; food products (except the rendering or refining of

fats and oils); furniture; musical instruments; toys; prefabricated buildings; shoes; soap (cold mix only); and textiles. In addition, establishments engaged in electronic, automotive, aerospace, underwater, missile, airframe or related manufacturing and assembly activities including precision machine shops producing parts, accessories, assemblies, systems, engines, major components and whole electronic or electrical devices, automobiles, aircraft, missiles, aerospace or underwater vehicles, or similar products but specifically excluding explosive fuels and propellants.

MANUFACTURING, ~~LIGHT-(SMALL-SCALE)~~ - Means establishments that involve only assemblage of materials created or produced elsewhere; that do not require chemical transformation or blending of chemical or liquid materials including, without limitation, electronic instruments, small appliances, blacksmith shop, sheet metal shops, and stone monument works.

MIGRANT FARMWORKER HOUSING - Housing specifically for migrant persons employed in the agricultural industry, to include group quarters and multifamily housing. Such housing must be restricted by deed for occupancy by migrant farmworkers.

MINI-MARKET - A ~~high-volume~~ retail facility that sells a variety of products for consumption off-premises, including but not limited to food and beverages, snacks, alcoholic beverages, household goods, magazines, and accessory automobile supplies.

MINI-WAREHOUSE - A structure containing separate storage spaces of at least 80 square feet each or larger that are designed to be leased or rented individually to store and remove personal or business property.

MOBILE HOME - A structure that conforms with the definition set forth in Cal. Health & Safety Code 18008.

MOBILE HOME PARK or **SUBDIVISION** - A parcel (or contiguous parcels) of land divided into two or more mobile home lots for sale or rent.

MOBILE HOME PARK CONDOMINIUM CONVERSION - Includes, without limitation, a change of any existing mobile home park or any portion thereof to condominium, stock cooperative, or any form of ownership wherein spaces within the mobile home park are to be sold, and the cessation of use of all or a portion of the park as a mobile home park, whether immediately or on a gradual basis, or the closure of the park. **CONVERSION** does not include the purchase of the park by its existing residents.

MOBILE HOME SPACE - A plot of ground within a mobilehome park or subdivision designed to accommodate one mobile home.

MOBILE RECYCLING UNIT - An automobile, truck, trailer, or van licensed by the Department of Motor Vehicles which is used for the collection of recyclable materials, or the bins, boxes, or containers transported by such vehicles for the collection of recyclable materials.

MOTEL - See "Hotel."

MULCH - ~~Non-rubberized s~~Shredded or chipped wood from tree branches, tree trunks, uncontaminated wood products, or lumber. This material is often mixed with leaves and grass clippings for optimal effect.

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.150 “N” DEFINITIONS.

NEWSRACK - Any self-service coin-operated box, container, storage unit or other dispenser designed, used or maintained for the display or sale of any written or printed material, including, without limitation, newspapers, news periodicals, magazines, books, pictures, photographs and records.

NONCONFORMING LOT - Any subdivision of land that was lawfully established and in compliance with all applicable ordinances and laws at the time the property was subdivided or developed, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which the property is located.

NONCONFORMING STRUCTURE - Any structure, building or improvement that was lawfully established and in compliance with all applicable ordinances and laws at the time it was erected, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which it is located.

NONCONFORMING USE - A use or activity of land that was lawfully established and in compliance with all applicable ordinances and laws at the time it was undertaken, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zone in which the use is located.

NURSERIES AND HORTICULTURE, RETAIL - Land, gardens, orchards, or greenhouses used to raise flowers, shrubs, and plants, including the sale of those items on the premises.

(Ord. 1100, passed 7-6-04)

§ 16.03.160 “O” DEFINITIONS.

OCCUPANCY, CHANGE OF - A discontinuance of an existing use and substitution therefor of a use of a different kind or class.

OFFICE, ~~PROFESSIONAL~~ - An office in which professional or consulting services are provided, such as in the fields of law, architecture, design, engineering, accounting, and similar professions.

OPEN SPACE - Any parcel or area of land or water set aside, dedicated, designated, or reserved for public or private use or enjoyment.

OPEN SPACE, COMMON USABLE - Land areas within a multiple-dwelling project not occupied or intruded upon by any structure, staircase or overhang, which may be used for scenic or recreational purposes by all the residents of the project. COMMON USABLE OPEN SPACE does not include land areas occupied by streets, driveways, parking areas, service areas, required front yards or required side yards abutting a street.

OPEN SPACE, PRIVATE USABLE - Areas within a multiple-dwelling project not occupied or intruded upon by any structure, which are devoted exclusively to the private recreation and leisure use of the residents of one dwelling unit and does not include any space within a dwelling unit.

OVERLAY ZONE - A zone established by ordinance that may be applied to properties only when combined with an underlying zone. Developments within the overlay zone must conform to the requirements of both zones or the more restrictive of the two.

(Ord. 1100, passed 7-6-04)

§ 16.03.170 “P” DEFINITIONS.

PARCEL - An area of land, the boundaries of which have been legally established in conformance with the [State-California](#) Subdivision Map Act.

PARCEL MAP - PARCEL MAP will be defined as set forth in the ~~subdivision ordinance,~~ Chapter 16.80 ~~(Subdivision Regulations) of the Code of the City of Santa Paula~~ [Santa Paula Municipal Code](#).

PARKS - A public park or recreational area, owned or operated by the city, the county, the state, the federal government, nonprofit or public agency.

PARKING LOT, PUBLIC - A parking lot for motor vehicles created to serve the public either as a separate business or as an accessory use to a business, whether owned by a governmental agency or by a private person or business.

PARKING SPACE - A space, clearly delineated on the ground or pavement, of dimensions required elsewhere in ~~this Development Code~~ [the Development Code](#), to be used for the parking or stopping of motor vehicles.

PARKING SPACE, COVERED - A parking space located within a garage, carport, parking structure, or similar structure that provides protection from the elements in the form of a roof.

PARKING SPACE, GARAGE - A covered parking space provided within an enclosed structure, with a closing and locking door, whose primary use is the storage of vehicles.

PARKING SPACE, OFF-STREET - A permanent parking space for a vehicle which is designed to city standards and not located on a dedicated street right-of-way.

PARKING SPACE, ON-STREET - A parking space for a vehicle which is designed to city standards and located on a dedicated street right-of-way.

PARKING SPACE, OPEN - A parking space located in a designated area which meets the dimension requirements of ~~this ordinance~~ [the Santa Paula Municipal Code](#) but does not provide any protection from the elements in the form of a carport, parking structure, garage, or other structure.

PATIO - A deck or paved area not extending above the first floor level of a building and open to the sky.

PATIO COVER - A covered shelter for outdoor recreational activities, which meets the standards set forth in the Building Code.

PAWN SHOP - A business that lends money at interest in exchange for valuable personal property as security.

PERMANENT STRUCTURE - Any object having a solid foundation or fixed location on the ground.

PERMIT - Written governmental permission ~~issued~~ [granted](#) by an authorized official, empowering the holder ~~thereof of the permit~~ to engage in ~~some activity~~ [one or more activities](#) not forbidden by law, but not allowed without such [governmental](#) authorization.

PERMITTED USE - Any use allowed in a zone by right and subject to the restrictions applicable to that zone.

PERSON - Any individual, firm, association, partnership, political subdivision, government agency, municipality, public or private corporation or any other entity whatsoever.

PET SHOP - Any premises primarily used for the sale of household pets and supplies.

PLANNED RESIDENTIAL DEVELOPMENT - Two or more dwelling units, including dwelling units in developments commonly known as town or row-housing, condominiums and cluster housing, together with related land, buildings, and structures, planned and developed as a whole single development operation or a programmed series of operations in accordance with detailed, comprehensive plans encompassing such elements as the circulation pattern and parking facilities, open space, recreational areas, utilities, and lots or building sites, together with a program for provisions, operation, and maintenance of all areas, improvements, facilities, and services provided for common use of the residents thereof.

~~**PLANNING DIRECTOR** - The chief administrator of the Planning Department. The PLANNING DIRECTOR also serves as the secretary to the Planning Commission.~~

POULTRY - Domestic fowl, chickens, ducks, geese and turkeys, but specifically excluding guinea fowl.

PRINCIPAL BUILDING/STRUCTURE - The primary or predominant building or structure on a lot.

PRINCIPAL USE - See “Use, Principal.”

PROCESSING (LARGE SCALE) - Means a series of operations performed in the making or treatment of a large-scale product including, without limitation, concrete, planning mills, tire rebuilding, recapping and retreading plants, and feed and fuel yards.

PROCESSING (SMALL SCALE) - Means a series of operations performed in the making or treatment of a small-scale product including, without limitation, dry-cleaning; laundries; cleaning and dyeing plants; taxidermists; carpet; awning; and blinds or mattress upholstery shops which includes, cleaning, repair, and upholstery.

PROJECT - An activity involving the issuance to a person of a permit, license, certificate, or other entitlement.

PUBLIC HEARING - A properly noticed meeting of an official or official body where the public is allowed to [directly address the official or official body and comment on give opinions concerning](#) the issue being considered.

PUBLIC STORAGE FACILITY - See “Mini-~~W~~arehouse.”

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06)

§ 16.03.180 “Q” DEFINITIONS.

None.

(Ord. 1100, passed 7-6-04)

§ 16.03.190 “R” DEFINITIONS.

REBUILD - The replacement/reconstruction of less than 50% of a building. If 50% or more of a building is being replaced/reconstructed, then this is considered new construction, not rebuilding.

RECREATIONAL ENTERPRISES AND FACILITIES - Means facilities that provide recreational uses including, without limitation, sports centers, open-air theaters, amusement parks, circuses, carnivals, fairgrounds, race tracks, swimming, golf, tennis clubs and similar facilities.

RECREATIONAL VEHICLE - Any vehicle that can be towed, hauled, or driven, including a vehicle that is primarily designed as a temporary living accommodation, and that is used for recreational, camping, and travel use. **RECREATIONAL VEHICLE** includes, but is not limited to, travel trailers, truck campers, camping trailers, boats, self-propelled motor homes, and any vehicle conforming to Cal. Health & Safety Code 18010.

RECYCLABLE MATERIALS - Paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, polyethylene terephthalate and other plastics, beverage containers, compostable materials, and other products designated by the City Manager or the California Integrated Waste Management Board as recyclable. **RECYCLABLE MATERIALS** does not include refuse or hazardous materials.

RECYCLING - The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. **RECYCLING** does not include transformation, as defined in Cal. Pub. Res. Code 40201

RECYCLING AREA - A space allocated for collecting and loading recyclable materials.

RECYCLING FACILITY - Any center for the collection of recyclable materials. A **RECYCLING FACILITY** does not include storage containers on commercial property that are used solely for the recycling of material generated by that business. **RECYCLING FACILITIES** include reverse vending machines, small collection recycling facilities, mobile recycling units, and large collection recycling facilities. A **RECYCLING FACILITY** may include a collection or processing facility as follows:

(1) **COLLECTION FACILITY** - A center used for the acceptance of recyclable materials by donation, redemption, or purchase from the public.

COLLECTION FACILITY may include the following:

- (a) Reverse vending machine(s).
- (b) Small collection facilities that do not occupy more than 500 square feet and which contain no permanent structures.
- (c) Large collection facilities that occupy an area of more than 500 square feet and which may contain permanent structures.

(2) **PROCESSING FACILITY** - A building or enclosed space used for the collection and processing of recyclable materials, whereby processing means the preparation of material for efficient shipment, or to an end user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing. **PROCESS FACILITIES** include the following:

(a) A **LIGHT PROCESSING FACILITY** occupies an area of less than 45,000 square feet gross of collection, processing, and storage area; has an average of up to two outbound truck shipments per day; and does not involve any shredding, compacting, or baling of ferrous metals, other than food and beverage containers.

(b) A **HEAVY PROCESSING FACILITY** is any processing facility other than a light processing facility.

(c) A **MATERIAL RECOVERY FACILITY** is any facility where mixed municipal solid waste is sorted and separated, by hand or through the use of machinery, for the purpose of recovering recyclable materials.

REPLACEMENT COST - The actual cost to replace or reconstruct a damaged structure, facility, or feature, ~~as determined by the appraisal of a qualified and approved~~with materials and workmanship of similar kind and quality, as appraised by a qualified and approved appraiser.

RESIDENTIAL CONDOMINIUM - Includes stock cooperatives and community apartment projects.

RESIDENTIAL CONDOMINIUM CONVERSIONS - Includes stock cooperative and community apartment project conversions. The terms **COOPERATIVE**, **COMMUNITY APARTMENT** and **CONDOMINIUM** are considered synonymous.

RESIDENTIAL USE - See "Use, Residential."

REST HOME - Any place or institution which makes provision for bed care or for chronic or convalescent care for one or more persons exclusive of relatives, who by reason of illness or physical infirmity are unable to care for themselves; but in which no alcoholics, drug addicts, persons suffering from mental sickness, disease, disorder or ailment or from contagious or communicable diseases are kept and in which no surgical or other primary treatments such as are customarily provided in sanitariums or hospitals are performed. **REST HOME** includes all nursing facilities, skilled nursing facilities, intermediate care facilities, intermediate care facilities/developmentally disabled, and congregate living health facilities as defined in Cal. Health & Safety Code 1250.

RESTAURANT, DRIVE-THROUGH - A restaurant where ~~the~~ customers order and receive ~~their~~ food by driving to one or more windows. Such restaurants may also have dining areas for on-premises food consumption.

RESTAURANT, ENTERTAINMENT - A restaurant than includes, as an integral component, electronic or mechanical games, plays areas, billiards, live music, karaoke, or other forms of amusement.

RESTAURANT, FAST-FOOD - A restaurant that supplies food and beverages primarily in disposable containers, and that is characterized by high automobile accessibility, self-service, and short stays by customers.

RESTAURANT, SIT-DOWN - An establishment where food and drink are prepared, served, and consumed primarily within the principal building.

RETAIL, GENERAL -The selling of goods, wares, or merchandise directly to the ultimate consumer.

RETIREMENT COMMUNITY - A residential development designed exclusively for occupancy by retired or aged persons.

REVERSE VENDING MACHINE - A mechanical device that accepts one or more types of empty beverage containers, including aluminum cans, glass, and plastic bottles and cartons, and issues a cash refund or a redeemable credit slip with a value not less than the redemption value of the container. **REVERSE VENDING MACHINES** occupying an area larger than 500 square feet, or any combination of facilities occupying an area larger than 500 square feet, are considered recycling facilities.

RIGHT-OF-WAY - A defined area of land, either public or private, on which ~~a right of passage has been recorded~~the owner has granted the right of passage over the owner's property to one or more persons through a recorded instrument. A right-of-way is a form of an easement.

ROOM, HABITABLE - Any room used, or intended or designed to be used, for sleeping, living, cooking or dining purposes excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

ROOMING HOUSE - See "Boarding House".

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1169, passed 2-5-07)

§ 16.03.200 "S" DEFINITIONS.

SCHOOL, COMMERCIAL - A school providing training or personal improvement (beauty college, dance school, business school, gymnasium, and the like).

SCHOOL, ELEMENTARY or **HIGH** - An institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the California Educational Code. **HIGH SCHOOLS** include junior and senior high schools.

SCHOOL, PRIVATE - An accredited private school or college, providing academic or trade education.

SCREENING - A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

SECOND DWELLING UNIT - ~~An attached or a detached residential dwelling unit, accessory to the primary unit, which provides complete independent living facilities for one or more persons. SECOND DWELLING UNITS will include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the single family dwelling. Either a new dwelling or an existing dwelling may be a second unit. Has the same meaning as~~ ACCESSORY DWELLING UNITS or JUNIOR ACCESSORY DWELLING UNITS, as defined in Santa Paula Municipal Code Chapter 16.227.

SECONDHAND STORE or **SALES** - A store or business engaged in the sale of previously used merchandise such as clothes, furniture, appliances, and/or sports equipment, and which is not classified as an antique store or shop per 16.05.020 of this

chapter. This definition specifically excludes the sale of used motor vehicles, auto wrecking business or pawnshops.

SECRETARY - The secretary of the Planning Commission is the ~~Planning~~ Director.

SENIOR or **SENIOR CITIZEN** - A person 62 years of age or older or 55 years of age or older in a senior citizen housing development of at least 150 senior dwelling units, or a qualified permanent resident as defined in Cal. Civ. Code ~~§51.2 and~~ 51.3. All qualifying senior projects must have significant facilities and services for seniors as defined in 42 USC 3607(b)(2).

SENIOR DAY SUPPORT CENTER - A facility, place or building which is maintained and operated to provide non-medical care for seniors over age 60 who are either mildly dependent and cannot be left alone for long periods of time, or are isolated from social contacts and activities. The center provides respite services for caregivers for less than 24 hours.

SERVICE STATION - See “~~automobile~~ ~~Automobile service~~ ~~Service station~~ ~~Station~~.”

SETBACK - The minimum distance ~~from a defined point or line governing the placement of that~~ buildings, structures, parking, or uses on a lot must be placed from a defined point.

SETBACK LINE - A line within a lot, parallel to and measured from a corresponding lot line, forming the boundary of a required yard and governing the placement of buildings, structures, parking, or uses on a lot.

SHARED PARKING - The provision of parking spaces to meet the combined peak parking needs of more than one use on a lot or abutting lots.

SHOPPING CENTER - A group of businesses which comprise at least four stores functioning as a unit, with common off-street parking provided on the property as an integral part of the unit, and having more than 10,000 square feet of gross parcel area in the development.

SIGN - Any writing (including letters, words or numerals), pictorial presentation (including illustration or decoration) or emblem (including device, symbol or trademark), visible from any public or private street or means of access thereto, ~~used to advertise or direct attention to an activity, product, place, person, organization, business or enterprise~~.

SIGN AREA - This is computed as including the entire area within a regular geometric form or combination of regular geometric forms comprising all the display area of the sign. Frames ~~and or other~~ structural ~~members features~~ not bearing advertising matter are not included in the computation of area. One face of a double-faced sign will be considered in determining the sign area, provided both faces are parallel or the angle between the faces does not exceed 30°.

SIGN, OFF-SITE - A sign other than an on-site sign. See also Chapter 16.48.

SIGN, ON-SITE - A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services or activities sold, rendered or conducted on the premises. See also Chapter 16.48.

SINGLE-HOUSEKEEPING UNIT - ~~The functional equivalent of a traditional family; whose members are a~~ A non-transient interactive group of persons jointly occupying a single dwelling unit, including the joint use of common areas and sharing household activities such as meals, chores, and expenses.

SINGLE ROOM OCCUPANCY - A type of group quarters generally intended or designed to be used, rented, or occupied for sleeping or living purposes by guests, which is also the primary residence of those guests. This type of use commonly contains five or more guestrooms or efficiency units. Generally, each single room occupancy (SRO) unit contains a living area, kitchen sink, cooking appliances and refrigeration facilities and a separate bathroom. A SRO hotel with more than 12 units generally contains an on-site manager's office.

SITE - Any lot or parcel of land, or combination of contiguous lots or parcels of land, used or intended for a particular use or group of uses.

SITE PLAN - A plan drawn to scale, showing existing and proposed uses for a property as required by the applicable regulations, including lot lines, streets, grades, building sites, reserved open space, and other specific development proposals.

SOLID WASTE - Solid waste will be defined as set forth in Cal. Pub. Res. Code 40191.

SPA - A structure intended for swimming or recreational bathing that is designed to contain water to a depth of 18 inches or deeper, with exterior dimensions not exceeding 160 square feet.

SPECIFIC PLAN - Under Article 8 of the Cal. Gov't Code 9 §65450 et seq.), a legal tool for detailed design and implementation of a defined portion of the area covered by a General Plan. A **SPECIFIC PLAN** may include all detailed regulations, conditions, programs, and/or proposed legislation which may be necessary or convenient for the systematic implementation of any General Plan element(s).

STABLE, COMMERCIAL - A building or portion of a building used to shelter and feed horses, mules, or ponies which are rented, used, or boarded on a commercial basis for compensation.

STABLE, PRIVATE - A building or portion of a building used to shelter and feed horses, mules, or ponies which are used exclusively by the occupants of the property on which the stable is situated.

STANDARDS, DEVELOPMENT - Requirements in ~~this Development Code~~ the Development Code that govern building and development, including, but not limited to, lot area, height limits, frontage, landscaping, and floor area ratio.

STANDARDS, PERFORMANCE - Requirements in ~~this Development Code~~the Development Code that govern the operation and maintenance of uses in a particular zone.

STOCK COOPERATIVE PROJECT - Has the same meaning as set forth in Cal. Civil Code ~~§1351(m)~~4190 and any subsequent amendment or regulation.

STORY - Any portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story will be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement, cellar or unused underfloor space is more than six feet above grade as defined in this section for more than 50% of the total perimeter, or is more than 12 feet above grade as defined in this section at any point, such basement, cellar or unused underfloor space will be considered as a STORY.

STREET - A county road, state highway, public road, street or alley, or private thoroughfare not less than ten feet in width connecting with a county road, state highway, public road, street or alley which affords primary access to an abutting lot.

STREET, PRIVATE - A privately-owned vehicular right-of-way used as access by two or more lots which do not have frontages on a public street.

STRUCTURAL ALTERATIONS - Any change to a bearing wall, column, beam, joist, roof, rafter or other supporting member of a building or structure.

STRUCTURE - Anything constructed or erected which requires a location in or on the ground, or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building's architectural features and roof appurtenances required to operate and maintain the building, but not including fences, or walls used as fences, less than six feet in height.

STRUCTURE, PRINCIPAL - (See ~~also~~ "Use, principal~~Principal~~").

SUBDIVISION - A process (and the result) of dividing a parcel of raw land into smaller buildable sites, blocks, streets, open space, and public areas, and the designation of the location of utilities and other improvements pursuant to the Subdivision Map Act.

SUPPORTIVE HOUSING - Means housing, configured as rental housing developments, with no limit on length of stay, that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. **SUPPORTIVE HOUSING** is a residential use permitted subject to the same standards and procedures as apply to other residential uses of the same type in the same zone.

SURFACE MINING OPERATIONS - All, or any part of, the process involved in the mining of minerals on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method,

dredging and quarrying, or surface work incident to an underground mine. **SURFACE MINING OPERATIONS** include, but are not limited to:

- (1) In-place distillation, retorting or leaching;
- (2) The production and disposal of mining waste;
- (3) Prospecting and exploratory activities.

SWIMMING POOL ~~— Has the definition set forth in Health and Safety Code §115921A tank or pool created by artificial means designed for the purpose of containing a body of water at a depth of 18 inches or deeper, and offering the possibility of use for swimming, bathing, and/or bodily immersion by any person. This includes indoor, outdoor, in-ground, above-ground, and on-ground swimming pools; fixed in wading pools; but excludes spas.~~

SWIMMING POOL, INDOOR - A swimming pool which is totally contained within a structure and surrounded on all sides, including the top, by said structure.

SWIMMING POOL, OUTDOOR - Any swimming pool which is not an indoor swimming pool.

(Ord. 1100, passed 7-6-04; Am. Ord. 1169, passed 2-5-07; Am. Ord. 1249, passed 5-6-13)

§ 16.03.210 “T” DEFINITIONS.

TEMPORARY STRUCTURE - A structure without any foundation or footings that will be removed when the permit for the activity, or use for which the temporary structure was erected, has expired.

TEMPORARY USE - A use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

TENTATIVE MAP ~~— Has the definition set forth in the Chapter 16.80 (Subdivision Regulations).~~

THEATER/CINEMA - A venue designed for the presentation of live plays or the showing of movies or motion pictures on one or more screens.

THRIFT STORE and **THRIFT SHOP** - See “~~secondhand~~ Secondhand Store”.

TOWNHOUSE - A single-family dwelling unit attached to one or more other single-family dwelling units provided only one such dwelling unit is located on a lot and is served by separate utilities.

TRAILER PARK, TRAILER COURT, and PUBLIC TRAILER CAMP - Any area or tract of land used or designed to accommodate two or more automobile trailers, including trailer camps as defined by law, and used as living or sleeping quarters.

TRAILER, TRAVEL - A vehicular portable unit in good working order, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle; primarily designed and constructed to provide temporary living quarters for recreational, camping, ~~or travel use~~, or the transport of goods and livestock.

TRANSIENT - Tourists or other persons ~~abiding in the city for a short period of time~~ residing in the city for 30 days or less.

TRANSITIONAL HOUSING and **TRANSITIONAL HOUSING DEVELOPMENT** - Per Cal. Health & Safety Code 50675.2(h), means housing configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. **TRANSITIONAL HOUSING** is a residential use permitted subject to the same standards and procedures as apply to other residential uses of the same type in the same zone.

TREES, PROTECTED - All ~~applicable~~ trees listed in Section 156.584 requiring a permit for removal ~~16.232.020 of this title~~.

TRUCK YARD - A lot, lot area, or parcel of land used, designed, or maintained for the purpose of storing, parking, refueling, repairing, dispatching, servicing, or keeping motor trucks and associated equipment together with those facilities necessary to service, dispatch, store, or maintain such vehicles, their cargos, and crews.

(Ord. 1100, passed 7-6-04; Am. Ord. 1249, passed 5-6-13)

§ 16.03.220 “U” DEFINITIONS.

USE - The purpose for which land or a building is used, arranged, designed, or intended, or for which the land or building is or may be occupied or maintained.

USE, COMMERCIAL RETAIL - Any use listed in the land use element in the retail trade group.

USE, COMMERCIAL SERVICE - Any use listed in the land use element in the services group.

USE, INDUSTRIAL - Any use listed in the land use element in the manufacturing and processing group.

USE, INSTITUTIONAL - An organizational use of a public character including government, educational, medical, cultural, social, charitable, non-profit, and sometimes recreational or entertainment uses. Such uses include the following or similar public buildings or uses owned by a public or nonprofit agency: offices, public works facilities, libraries, playgrounds, parks, assembly halls, police station, fire station, schools, and hospitals.

USE, NEW - A use of land (See “Use”), which is proposed to be established or constructed after the adoption of this title.

USE, PRINCIPAL or **MAIN** - The primary purpose for which a building, structure, or lot is designed, arranged, or intended, or for which they may be used, occupied or maintained under this title. (See also “Accessory Use,” and “Structure, principal.”)

USE, RESIDENTIAL - Any use listed in the land use element in the residential group.

USE AREA - An open or yard area, uncovered by building or structures, used as the main use or accessory use of a lot or parcel.

UTILITY, PUBLIC or **PRIVATE** - Any regulated agency which, under public franchise or ownership, or under certificate of convenience and necessity, provides the public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection, or other similar [utility](#) service.

(Ord. 1100, passed 7-6-04)

§ 16.03.230 “V” DEFINITIONS.

VARIANCE - Permission to depart from the provision of ~~this Development Code~~ [the Development Code](#) when, due to special circumstances applicable to the property, strict application of the requirements deprives such property of privileges enjoyed by other property in the vicinity which is under identical zoning. See Chapter 16. ~~216-220~~ of ~~this Development Code~~ [the Development Code](#).

VEHICULAR STORAGE YARD - Any area, lot, parcel, building, structure, or part thereof, used for the storage, collection, or abandonment of motor vehicles.

VENDING MACHINE - An [automated](#) electric or mechanical machine designed for the dispensing of consumer products (such as food, water, cigarettes) or services (such as telephone, banking or internet service) for a monetary fee, usually collected via the insertion or use of coins, bills, credit/debit card or other remuneration. **VENDING MACHINES** do not include coin-operated amusement devices, rides, or scales. (Please refer to the definition of “Amusement Devices”, elsewhere in this chapter).

VETERINARY CLINIC - A place where animals are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel will be limited to short-term boarding and will be incidental to such veterinary use.

VIDEO STORE - An establishment engaged primarily in the sale or rental of videotapes, DVDs, films, laser discs, CDs, electronic games, and similar electronic media and amusements.

(Ord. 1100, passed 7-6-04)

§ 16.03.240 “W” DEFINITIONS.

WALL - A barrier intended to mark a boundary that presents a continuous surface except where pierced with gates, doorways, or decorative masonry. Among other materials, a wall is usually may be constructed of concrete block, brick, concrete, stucco, or a combination thereof.

WAREHOUSE - A structure intended or adopted-used for the shipping, receiving, and storage of goods and merchandise, and incidental or accessory activities.

WINDOW - An opening which is in a wall of a building, designed to allow light and/or ventilation into the building, enclosed by easement or sash, and containing glass or other similar transparent or semi-transparent material.

(Ord. 1100, passed 7-6-04)

§ 16.03.250 “X” DEFINITIONS.

Reserved.

(Ord. 1100, passed 7-6-04)

§ 16.03.260 “Y” DEFINITIONS.

YARD - An open space on a developed lot that, except as otherwise provided for in ~~this Development Code~~ the Development Code, is unoccupied or unobstructed from the ground upwards, with the exception of ground-level open porches and patios or approved temporary structures.

YARD AREA - The area of yard on a given lot expressed in numbers of square feet.

YARD, FRONT - A yard extending across the full width of a lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot, except that where there is an official plan line or a future street line, front yards will be measured from such official plan line or future street line and a line parallel thereto on the lot. On any existing flag lot, the FRONT YARD will include the area between the front lot line and a line parallel to the line dividing the lot from the street fronting parcel(s) (see Figure 5.2 below). With the exception of flag lots, any front yard requirement will be deemed to be met when the depth of the front yard provided at least equals the average of that established by existing buildings that occupy 50% or more of the lots within the same block and zone (see Figure 5-2 of this section).

YARD, REAR - A yard extending across the full width of a lot, having at no point a depth of less than the minimum required horizontal distance as measured from the part of the main building nearest the rear lot line towards the rear lot line, and such measurement will be along a line representing the shortest distance between said part of the main building and rear lot line. The required rear yard will be that portion of the rear yard contiguous to the rear lot line having at no point a depth less than that required for the rear yard. The area to the rear of the rear lot line of an interior triangular or gore-shaped lot will be considered a part of the required rear yard (see Figure 5-2 of this section).

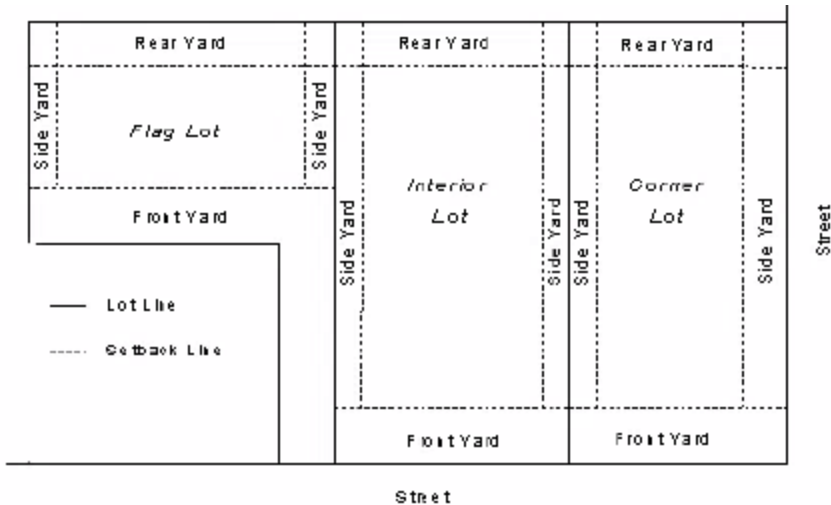


Figure 5-2

Required Yards

YARD, SIDE - A yard extending from the required front yard or the front lot line where no front yard is required, to the rear lot line, the width of which is the minimum horizontal distance between a side lot line and a line parallel thereto on the lot, except that where there is an official plan line or a future street line, side yards will be measured from such official plan line or future street line and a line parallel thereto on the lot (see Figure 5-2 of this section).

YARD SPACE, INTERIOR - That area on the lot behind the front setback line which is open from ground to sky and used as private open space except as otherwise permitted in ~~this Development Code~~ the Development Code.

(Ord. 1100, passed 7-6-04)

§ 16.03.270 “Z” DEFINITIONS.

ZONE - A specifically delineated area or district within a municipality in which regulations and requirements uniformly govern the use placement, spacing, and size of land and buildings.

ZONING MAP - The map or maps that are a part of ~~this Development Code~~ the Development Code and which delineate the boundaries of zones and designate each zone.

(Ord. 1100, passed 7-6-04)

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: 2025 CRUISE NIGHT REQUEST FOR FEE WAIVER

Date: March 19, 2025

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council:

1. Waive and sponsor up to 50% of the entire event costs, not to exceed \$22,000, for City services for the 2025 Cruise Night season.

Presented by: Jonathan Royas, Deputy City Manager

BACKGROUND:

Over the past several years, the City Council has approved waiving 50% of in-kind services for major community events, such as the Santa Paula Holiday Parade and annual Labor Day Parade, to cover the costs of street closures, public safety, and other city-provided resources. Municipal Code §115.007(D) authorizes the City Council to waive fees for non-profit groups that hold events requiring City services. Fee waivers are functionally equivalent to City sponsorship of such events.

Cruise Night, which runs from April through October on the first Friday of each month, is historically the most popular event in Santa Paula. It attracts thousands of visitors each year from across Southern California, benefitting local businesses and fostering a strong sense of community. The Santa Paula Police Officers Association (SPPOA) initially established the event in 1998 in partnership with the Santa Paula Chamber of Commerce to enhance relationships between law enforcement and the community.

Unfortunately, in recent years, the non-profits supporting Cruise Night, including the POA, the Chamber of Commerce, and Santa Paula Together, have struggled to sustain the event due to rising costs. Additionally, the exhaustion of funds Council approved from the American Rescue Plan Act (ARPA) for the Event Sponsorship Program has left these organizations unable to continue sponsoring the event without additional financial support.

The Chamber of Commerce has reached out to City staff and is willing to sponsor and manage Cruise Night, dependent on the costs for the season moving forward. As such, the Chamber has submitted a request (Exhibit A) for the City to waive service fees for the

upcoming Cruise Night season which typically starts in April.

ANALYSIS:

Upon receipt of the application (Exhibit B), staff circulated it to the applicable City departments in order to obtain estimated costs for City services for the event to take place from 8th Street to 10th Street on Main St. The size and popularity of Cruise Night necessitate the deployment of city resources, leading to substantial costs. Below are the estimated costs for the 2025 season, based on historical costs:

SPPD	\$15,376
Streets	\$12,688
Parks & Recreation	\$1,748
Total City Services Cost	\$31,225

In hopes of City support, the Santa Paula Chamber of Commerce is kindly requesting the City of Santa Paula sponsor the event by providing in-kind services/sponsorship of the event up to 50% of total event costs, not to exceed \$22,000. The total estimated cost for the event is \$43,786, as detailed in Exhibit C. The Chamber acknowledges its responsibility for the application fee (\$346) and encroachment permit fee (approximately \$1,715).

If the City Council approves this sponsorship request, the Chamber's remaining financial obligation to the City would be approximately \$9,332, excluding application and permit fees. Additionally, the Chamber estimates direct costs of \$12,561, bringing its total financial commitment to \$21,893, or approximately \$3,128 per month.

Despite these efforts, the Chamber has expressed that this financial burden remains unsustainable for their organization. As a result, the Chamber has secured additional support from the Downtown Property Business Improvement District (PBID), which, on March 12, 2025, voted to contribute up to \$1,000 per month to help offset event costs, contingent upon City Council's approval of staff's recommendation. The Chamber also intends to pursue further sponsorships and donations from local businesses, restaurants, and community organizations. However, even with additional support, the Chamber will still bear a portion of the event's costs.

Staff has explored various alternatives outlined below in the "Options" section of this report. However, based on analysis, none of these alternatives provide the same level of effectiveness in addressing the Chamber's financial challenges while ensuring the continuation of Cruise Night.

Cruise Night is a cornerstone event in Santa Paula, bringing significant economic and social benefits and has become synonymous with Santa Paula's historic look and feel as well as our classic planes and trains. However, without financial support, the organizing non-profits may not be able to continue hosting the event. Approving a fee waiver would allow this beloved tradition to continue while maintaining Santa Paula's status as a vibrant community destination.

STRATEGIC PLAN:

Approval of this item supports City Council's two-year Strategic Plan, Section A. Arts, Culture and Entertainment, with a goal of becoming a regional leader of the arts, culture, and entertainment that accurately represents our history and core values.

FISCAL IMPACTS:

The event sponsors are requesting the partnership with the City of Santa Paula to help absorb the costs of street closures and reopening and law enforcement and traffic control services. The estimated value of the in-kind donations for the entire event season would be no more than \$22,000. This amount is within the City's proposed labor costs for the event, such that some of the costs borne by the City would be soft-costs, while some would be for direct overtime expenses. With three (3) events occurring this fiscal year, and four (4) occurring in the next fiscal year.

Should Council support this sponsorship, or one of the alternatives identified in the Options section, below, staff would budget these costs with the upcoming fiscal year budget. Staff believes, but has not validated, that sufficient funds exist in the current fiscal year to support this sponsorship for the first three events.

OPTIONS:

As alternatives to the staff's recommended action, the City Council may consider the following options:

1. Sponsor 50% of City service costs rather than 50% of the entire event costs. This is not recommended, as it would significantly increase the financial burden on the Chamber, which is already facing challenges in continuing to sponsor Cruise Night; or
2. Adopt Cruise Night as a fully City-run event, assuming all costs, event management, and operational responsibilities. This is not recommended, as it is not currently budgeted for, would be more costly for the City, and would shift the event away from its community partnership model; or
3. Decline sponsorship for the Cruise Night season. This is not recommended, as the Chamber would be unable to proceed with the event due to prohibitive costs; or
4. Provide alternative direction to staff.

ATTACHMENTS:

[Exhibit A - 2025 Cruise Night Season Sponsorship City Request.pdf](#)

[Exhibit B - SPECIAL EVENT PERMIT APPLICATION 2025.pdf](#)

[Exhibit C - Historical Cruise Night Season Costs.pdf](#)



Subject: Request for Sponsorship – 26th Annual Santa Paula Cruise Night Season

Dear Honorable City Council Members,

The Santa Paula Chamber of Commerce is excited to host the 26th Annual Santa Paula Cruise Night Season, set to take place on the first Friday of each month from April through October. This iconic event has grown into one of the largest community gatherings in Santa Paula, featuring over 200+ classic cars lining our historic downtown streets.

Each year, Cruise Night attracts thousands of visitors, generating a significant economic impact for our local businesses. We anticipate that this year's season will bring even greater visibility and prosperity to our downtown district.

As with any major event, there are necessary operational costs, including city fees, portable restrooms, marketing materials, staffing, and logistics. To ensure the continued success of Cruise Night, the Chamber is working to build a strong partnership between the Chamber, the City of Santa Paula, the PBID (Property-Based Building Improvement District), and local businesses to support the event.

We are pleased to share that the PBID has committed \$7,000 in sponsorship for the season, and the Chamber will match this commitment. Additionally, several downtown restaurants have pledged financial contributions to further support the event.

We respectfully request that the Santa Paula City Council consider joining this collaborative sponsorship effort to help cover the costs of Cruise Night and reinforce the City's commitment to fostering economic growth, tourism, and community engagement. Your partnership would be instrumental in ensuring this beloved tradition continues to thrive for residents and visitors alike.

We welcome the opportunity to discuss this in greater detail and explore how we can work together to make the 26th Annual Santa Paula Cruise Night Season the best one yet. Please feel free to reach out at your convenience.

Thank you for your time and consideration. We appreciate your support in making Santa Paula a vibrant and welcoming destination.

Best regards,

John Marquez
Executive Director
Santa Paula Chamber of Commerce
(805) 297-5071
jmarquez@santapaulachamber.com



SPECIAL EVENT PERMIT APPLICATION

Please return completed application to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060 (805) 933-4226 ext:353. Santa Paula is a city that is proud to host many events each year. It is our goal to enhance the vitality, quality of life, and economic prosperity of Santa Paula through the support of special events.

PERMITS REQUIRED

Special Event Permits are required for any person, group, or organization that wants to conduct, manage, aid, or solicit attendance for an event on city property that has 50 or more attendees; or any event that requires the use of City services.

Applications must be received no less than 60 calendar days before the first day of the event and no sooner than 2 years before the first day of the event. Applications received less than 60 calendar days before the event are subject to a \$87 late filing fee. Annual events must reapply for each recurring event. Special Event Permits may be denied during holidays and peak season.

Incomplete applications will not be reviewed by the Special Event Committee. Any incomplete applications will be returned to event organizers.

Special Event Permit Applications and supporting documentation along with application fee can be submitted to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060, Monday-Friday 8am-5pm, via email to events@spcity.org.

A staff member from the Parks and Recreation Department will contact your event coordinator to schedule an appointment with our Special Events Committee (SEC). During this appointment, you will have an opportunity to present and discuss the details of your event.

SPECIAL EVENT APPLICATION, INSURANCE & FEES

Please keep in mind that there may be additional information you will be required to submit to receive a permit; review the list below for examples. It is important to provide all required information and documentation in a timely and complete manner throughout the permit review process. There is a \$217 penalty fee if all documents are not received 30 days prior to your event.

- Park/Facility Application and Fees (if applicable)
- Alcohol Beverage Control (ABC) License (if applicable)
- Copy of Security Guard Contract (if applicable)
- Vendor List (if applicable)
- Business Licenses and insurance for event coordinators and vendors

All Special Events must have Insurance Coverage naming the City of Santa Paula as additionally insured, and supply an additional endorsement certificate with the following wording: The City of Santa Paula, and its employees, officers and agents, are added as additional insured.

The Special Event Permit Non-Refundable Application Fee partially offsets the cost of reviewing your permit application and coordinating the event review process.

In addition to the permit application fee, you may be assessed other City permit fees, department rates and fees, cost and fees associated with personnel or resources provided to your event by a City department, program or division, as well as fines that may be assessed by the City for the cost to repair and/or restore any public property damaged by an event. The current Schedule of Fees is included with this Planning Guide and Application.

APPLICATION PREPARATION CHECKLIST:

All applicants must include the following:

- Event Name
- Event Date
- Signed Application / Hold Harmless Agreement
- Non-Refundable Application Fee
- Insurance and Endorsement Certificate for Event and all Vendors in the amount of \$2 million

If you will be using city facilities, you must include the following:

- Fees for Reserved Parking
- Park/Hall Rental Application • Park/Hall Fees

If you will be serving alcohol:

- Alcoholic Beverage Control License
- Santa Paula PD Alcohol Use Application
- Security Guard Contract

If you will need road /parking lot closures / special circumstances:

- Traffic Safety Plan and/or Fire Safety Plan
- Map/Layout of Event

If you will have vendors at your event:

- Vendor List
- Insurance and endorsement for all Vendors
- Ventura County Health Permit for Food Vendors
- Vendor's must have Santa Business Business Licenses
- Signed Fire Regulations Form
- Map layout of event

If you are a non-profit:

- Proof of Non-Profit Status



SPECIAL EVENT APPLICATION

Please return completed application to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060 (805) 933-4226

Name of Event:

Santa Paula Cruise Night Season

Location: Downtown Main Street (Between 10th and 8th Streets)

Date / Days: April 4- Oct. 3 (See notes) Estimated Number of Participants: 1-2 K

Starting time of event: 5:30pm Set-up time of event: 4:30 pm

Ending time of event: 8:00pm Take-down time of event: 8:30pm

Organization / Sponsor: Santa Paula Chamber of Commerce

Contact Person(s): John Marquez / Carlos Herrejon

Address: PO Box 1 City: Santa Paula State: CA Zip: 93061

Telephone: 805-297-5071 (John) Cell: 805-216-0616 (Carlos) Email: jmarquez@santapaulachamber.com

Event Description, please include event flyer if available:

The 26th annual Cruise Night Season takes place in downtown Santa Paula from 8th Street to 10th Street.

200+ classic cars line the streets the first Friday of the month April-October. Entertainment will be provided by various local bands

playing at the clock Tower Plaza. Permitted vendors will be located on Davis Street and various locations within the requested

footprint. The Chamber is not responsible for any additional events or vendors located on personal or business properties.

Event details may be adjusted during the season (with city approval).

Is this event for a non-profit? yes Or for-profit? _____

Name or non-profit organization or business: Santa Paula Chamber of Commerce

Please include a copy of your 501(c) determination letter from the IRS for non-profit status.

Number of other events by the organizer 1

Is this an annual or One-time event? Annual

Does this event fall on a holiday? July cruise night falls on July 4th. Date may change to July 3rd (per city/Chamber discussion).



City of Santa Paula

Special Events Vendor Business Tax Information and Application

Every person or company who does business in the City of Santa Paula is required to purchase an annual business license. This includes vendors who may do business only on selected days. The minimum license tax, which covers sales of up to \$25,000 annually, is \$20. The business license tax is in addition to the business license application fee of \$30, and SB1186 \$4 Fee. One license is good for the twelve months beginning October 1st and ending September 30 of each year, and covers all events in which the vendor may participate during that year. If application is made for business to be conducted after April 1 of any year, the prorated tax is \$10, covering events between April 1 and September 30. Special event vendor fees are due for each event. Each license will carry a statement that the vendor is required, and by accepting the license agrees, to properly report his/her sales within the City of Santa Paula to the State Board of Equalization. This application is for use by vendors with no permanent place of business in the City of Santa Paula.

NAME OF APPLICANT _____ TITLE _____

BUSINESS NAME _____ PHONE# _____

ADDRESS _____

_____ ZIP _____

SALES TAX RESALE NUMBER _____ TYPE OF BUSINESS _____

Number and date of previous Santa Paula business license:

Number _____ Date issued _____

Date of expected first sale in Santa Paula this year _____

\$30.00 Process Fee plus \$20 For sales between Oct 1st and Sept 30th. \$4.00 (SB1186) \$54.00 Total

\$30.00 Process Fee plus \$10 For sales between April 1st and Sept 30th. \$4.00 (SB1186) \$44.00 Total

\$30.00 Process Fee plus \$10 One-Time Event Only \$4.00 (SB1186) \$44.00 Total

I declare under penalty of perjury that this statement has been examined by me and to the best of my knowledge and belief, is a true, correct and complete statement.

Signature of applicant Date Signed

Please send completed form and payment to: Finance Department, 970 Ventura Street Santa Paula, CA, CA. 93061. Please allow two weeks for processing and mailing of this form.

Facilities: Check all that apply

- ☐ Community Center
- ☐ Ebell Park
- ☐ Las Piedras Park
- ☐ Harding Park
- ☐ Veteran's Park
- ☒ Streets
- ☐ Parking Lot
- ☐ Other _____

City Services Requested: Check all that apply

- ☒ Police
- ☒ Public Works
- ☐ Fire/First Aid
- ☐ Traffic Control
- ☐ Electricity
- ☐ Portable Restrooms
- ☐ Dumpsters
- ☐ Banners
- ☐ Other _____

Additional Event Requests: Check all that apply

- ☐ Vendors
- ☐ Food Vendors
- ☐ Alcohol for sale
- ☐ Alcohol no-charge
- ☐ Security Guards
- ☐ Amplified Sound
- ☐ Tents/Pop-Ups
- ☐ Other _____

PROVISIONS - This application is made according to the rules set forth in Santa Paula Municipal Code Section 12.16, regarding Special Event Permits. In this application, the phrase "Special Event Code" shall be used to refer to these Code requirements.

An application for a Special Event Permit is deemed completed when the applicant has provided all of the information required herein including any additional information requested, such as payment(s), insurance and endorsement certificates, park/hall application and fees, copy of ABC license, copy of security guard contract, insurance certificates, business licenses from vendors and any other documents required by the City. Application must be approved by City Manager.

1. Santa Paula Municipal Code Section 12.16. By submitting this application, the applicant understands that the City shall review the application under the procedures set forth in the Special Event Code. If the City approves the application, the CVB will issue a Special Event Permit.

2. Application Fee. Application must be submitted to the Parks and Recreation Department within 60 working days prior to the date of the event along with the application fee of:

\$346.00 for a Major Event (>50 people) /+\$245.00 (if encroachment permit is required)

\$173.00 for a Minor Event (<50-people)/\$183

and required insurance. Applications will not be processed or reviewed until application fee has been paid in full. All fees, schedules and permits are subject to change without notice. Late applications may be accepted on a case-by-case basis and are subject to a \$53 fee. Acceptance of late applications depend on there being time to process and review the application. Make check payable to: "City of Santa Paula".

3. Insurance Requirements. All events must request a Certificate of Liability Insurance policy naming the City of Santa Paula as additionally insured and an additional Endorsement Certificate with following wording: The City of Santa Paula, and its employees, officers, agents and volunteers, are added as additional insured. Coverage must be at minimum: Each Occurrence: \$1M, Damage to Premises: \$100k, Med Exp: \$10k, Personal Injury: \$1M, General Aggregate: \$2M.

4. Applicants Financial Responsibility. By submitting this application, the applicant understands that he/she will be financially responsible for any City fees or costs that may be imposed for the event.

5. Designee of Organization. If the application is submitted on behalf of an organization, written documentation giving authority to the applicant to sign this application on behalf of the organization by the head of the organization must be supplied.

6. Sales/Vendors. If selling of any sorts will be conducted, all vendors must provide and pay for a Special Events Vendor Business Tax License, and insurance certificate if vendor(s) is/are not covered by event organization. All booths and activities will be monitored by the City of Santa Paula and upon request vendor must provide proof of this license.

7. Use of Private Property. If private property is to be used for the event, applicant must provide written authorization of the property to be used, with dates and time from beginning to end.

8. Display of Special Event Permit. A copy of the special event permit shall be displayed in the special event venue and shall be presented upon demand of any City official. Organizers may not advertise or market their event until final approval of permit.

10. Accessibility. It is the event coordinator's responsibility to comply with all City, County, State and Federal accessibility requirements pertaining to the Americans with Disabilities Act (ADA). Questions? If the Applicant has any questions regarding the requirements of the Special Event Code, or this application, a request for clarification should be made to the Parks and Recreation Department, 805-933-4226, events@spcity.org. However, no clarification made by the City is binding unless incorporated into the terms of the Special Event Permit.

Stipulations for issuing permit:

Reason for denial:



SPECIAL EVENT SCHEDULE OF FEES: EFFECTIVE DATE:

2022

Event Name: _____ Date(s) of Event: _____

SPECIAL EVENT COSTS	CHARGE RATE	NUMBER OF HOURS	ESTIMATED TOTAL	ACTUAL HOURS	ACTUAL TOTALS
APPLICATION FEES	ONE-TIME FEE				
Application Fee Major Event	346.00				
Application Fee Minor Event	130.00				
Encroachment Permit	245.00				
Late Application Fee (less than 60-days)	87.00				
Late Application Fee (less than 30-days)	217.00				
STAFF COSTS	PER HOUR				
Public Works: Maintenance Worker,	130.00				
Parks & Recreation:					
Facility Maintenance Worker	130.00				
Park Monitor	45.00				
Facility Attendant	45.00				
Police Officer	124.00				
Planning Department	129.00				
OTHER FEES	PER HOUR				
Trash Pick up					
Facility Fees (from facility rental agreement)					
Special Event Business License					
Vendor Permit	22.00				
Building & Safety Inspection	109.00				
Generator/Electrical Permit	208.00				
Other					
Event Grand Total					
Deposit Collected					
Amount Due to City					

_____ Request to Waive **City Fees**

_____ Approved

_____ Denied

_____ Request to Waive **Application Fee**

_____ Approved

_____ Denied

Authorization

Date

STREET CLOSURE EVENT

Please Note: Access for other visitors must not be impeded during event. A Special Event Permit does not grant exclusive use. Special Event Permits may be denied during holidays and peak season.

Any street closures will require a Traffic Control Plan to be submitted and approved by the City Engineer. Additionally, all events that require street closures must provide notification to local residents and businesses in the form of a postcard, mailed within a two block radius of event.

Name of Event: Santa Paula Cruise Night Date: April 4- Oct. 3 (See notes)

List the names of streets to be closed and include map of closures:
Downtown Main Street (Between 10th and 8th Streets)

Davis St. (Main to the Alley).

Mill St. (Alley to Alley)

Include map to identify all aspects of the event with the general location and name of features.

☐ Electrical Generators ☐ Vendors and Booths ☐ Mobile Stage

☐ Sound Systems ☐ Comfort Stations ☐ First Aid Station ☐ Portable Restrooms

☐ Electrical Power Sources ☐ Food Booths ☐ Entertainment ☐ Bounce House

☐ Alcohol to be sold

☐ Alcohol to be distributed ☐ Extra parking ☐ Grey Water

Date of the event: April 4- Oct. 3 (See notes) Estimated number of participants:
1-3k

Starting time of event: 5:30pm Set-up time of event: 4:30pm

Ending time of event: 7:30pm Take-down time of event: 8:30pm

If applicable, describe and show location of sound amplification equipment proposed. Show direction of amplification on map. Explicit music is not permitted.
Live band set up at the clock tower plaza.

Will the event require City personnel, service or equipment?
If so, there may be an additional fee assessed per SPMC 4.40.070:
No

Are there any unusual activities associated with this event that should be brought to the attention of the City of Santa Paula to evaluate this application?
None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Client Service Team PHONE (A/C, No, Ext): 833-391-6524 E-MAIL ADDRESS: SelectClientService@ajg.com FAX (A/C, No): 725.735.3800
INSURED Santa Paula Chamber of Commerce PO Box 1 Santa Paula CA 93061	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: State Compensation Insurance Fund of CA INSURER C: Coalition Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1171623448

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NBP1553890H	2/25/2025	2/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			NBP1553890H	2/25/2025	2/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	9105943-24	7/9/2024	7/9/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Cyber Liability Directors & Officers Employment Practices Liability			C4NH9260461CYBER2025 NBP1553890H	2/28/2025 2/25/2025	2/28/2026 2/25/2026	Limit / Retention Limit / Aggregate Limit / Retention \$1M / \$5,000 \$1M / \$1M \$100,000 / \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NBP1553890H: Data Breach - Eff: 2/25/2025 - Exp: 2/25/2026 - Limit: \$50,000

NBP1553890H: Employee Dishonesty - Eff: 2/25/2025 - Exp: 2/25/2026 - Limit: \$100,000 - Deductible: \$500

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Paula
970 Ventura Street
Santa Paula CA 93060
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2025 Cruise Night Season

Dates:

Friday April 4

Friday May 2

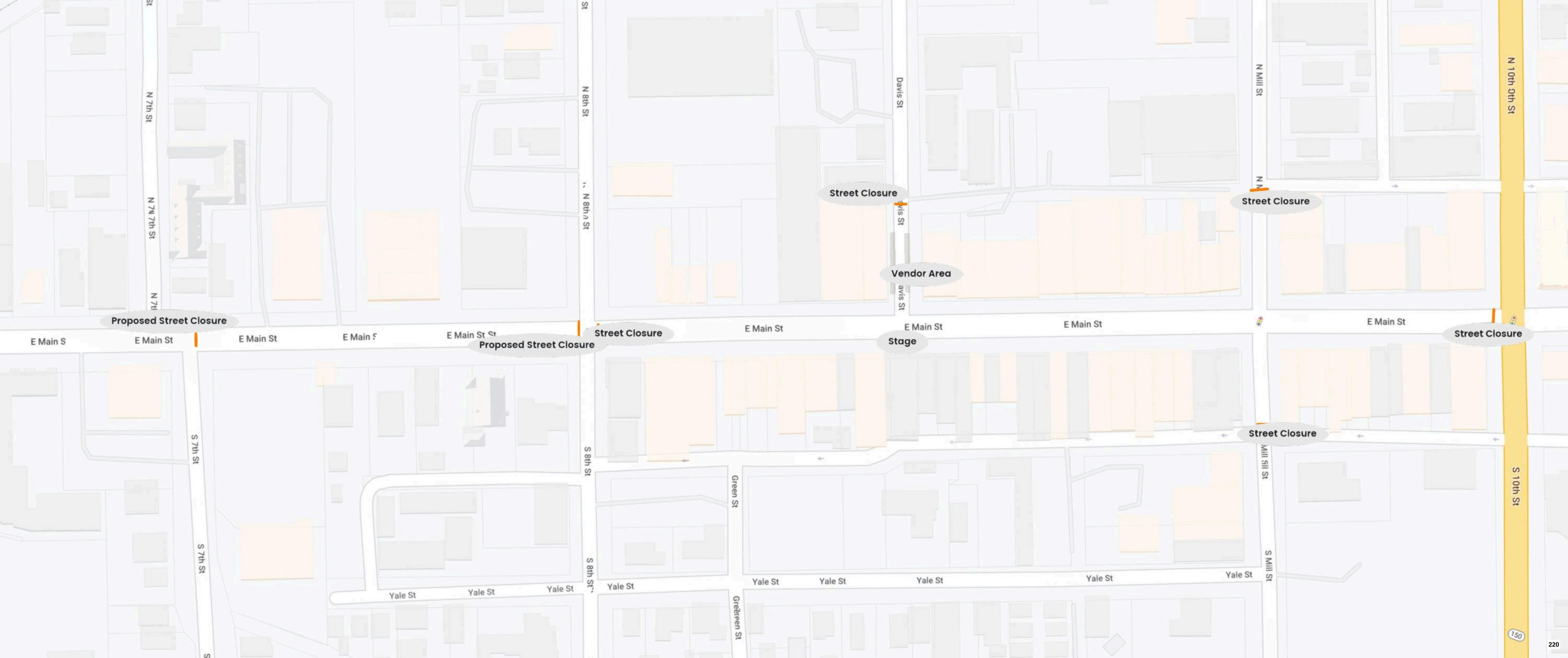
Friday June 6

Thursday July 3 or Friday July 4 (TBD)

Friday August 1

September 5

October 3 (TBD)



Proposed Street Closure

Proposed Street Closure

Street Closure

Street Closure

Vendor Area

Stage

Street Closure

Street Closure

Street Closure

Historical Cruise Night Season Costs - 7 Events (8th - 10th St.)

Expenses	Total City Services Cost	SPPD	Streets	P&R	Total Chamber Cost	Special Event Permit	Toilets	Chamber Staff Salary	Band	Encroach Permit	Marketing
April	\$ 4,548	\$ 2,108	\$ 2,440			\$ 346	\$ 600	\$ 500	\$ 300	\$ 245	\$ 100
May	\$ 5,390	\$ 2,604	\$ 2,440				\$ 600	\$ 500	\$ 300	\$ 245	\$ 100
June	\$ 4,077	\$ 1,550	\$ 2,440				\$ 600	\$ 500	\$ 300	\$ 245	\$ 100
July	\$ 4,183	\$ 2,108	\$ 1,830				\$ 600	\$ 500	\$ 300	\$ 245	\$ 100
August	\$ 4,989	\$ 2,914	\$ 1,830				\$ 600	\$ 500	\$ 300	\$ 245	\$ 100
September	\$ 4,897	\$ 2,294	\$ 1,708	\$ 650			\$ 600	\$ 500	\$ 300	\$ 245	\$ 100
October	\$ 3,141	\$ 1,798	\$ -	\$ 1,098			\$ 600	\$ 500	\$ 300	\$ 245	\$ 100
AVG CITY SERVICES COST PER EVENT	\$ 4,461	\$ 2,197	\$ 2,115	\$ 874							
TOTAL CITY SERVICES COST	\$ 31,225	\$ 15,376	\$ 12,688	\$ 1,748							
AVG CHAMBER COST PER EVENT					\$ 1,794						
TOTAL CHAMBER DIRECT EXPENSES					\$ 12,561	\$ 346	\$ 4,200	\$ 3,500	\$ 2,100	\$ 1,715	\$ 700

TOTAL EVENT COST COMBINED	\$ 43,786
AVG EVENT COST COMBINED	\$ 6,255

RECOMMENDATION - COUNCIL WAIVER & MATCH OF ENTIRE EVENT COSTS - CITY SPONSOR

TOTAL EVENT COST COMBINED	\$ 43,786
50/50 SPLIT BETWEEN EACH	\$ 21,893
AMOUNT OF CITY SERVICES COST COVERED	\$ 21,893
CHAMBER DIRECT EXPENSES	\$ 12,561
TOTAL CHAMBER EXPENSES + REMAINING CITY SVCS	\$ 21,893
AVG TTL CHAMBER EXPENSES + REMAINING CITY SVCS	\$ 3,128

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: STREET AND INFRASTRUCTURE IMPROVEMENTS AND COSTS

Date: March 19, 2025

Agenda Item: 12.B

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Receive CIP and PMP information and recommendations and provide guidance to staff to address priority projects based on estimated costs.
- 2) Direct staff to return to Council in April to discuss funding and financing options based on Council's support for these improvements.

Presented by: Dale Goodman, Public Works Director, and Bob Woodward, City Engineer

BACKGROUND:

The Public Works Department has oversight over public streets, sidewalks, storm drains, traffic signals, intersection controls, and related traffic safety and circulation City-wide. The City's street network consists of approximately 55 centerline miles of roadway, with associated sidewalks, crosswalks, street lighting and traffic signals at specific intersections. Significant portions of the City's roadway infrastructure are in excess of 75- 100 years of age. In addition, Public Works has oversight over water, sewer and storm drain systems which serve vital, though less visible, functions of utility service and flood control function throughout the City. Population growth, development projects, and trends in traffic safety and technology require on-going innovation in the management of public right of way and related practice, and both currently programmed capital improvement projects (CIPs) as well as proposed CIPs need to consider these factors in their planning and execution. In addition, the City's 2040 General Plan sets goals for improving traffic circulation and pedestrian safety, reducing greenhouse gases and improving air quality, as well as continuing reliability of utility service and flood mitigation.

Streets and Pavement Management

With the development of the City's Pavement Management Program (PMP) the City's Public Works Department established a systematic approach to the assessment, repair and maintenance of roadways Citywide. The integration of innovative pavement resurfacing and

preservation treatments into this program of pavement management allows for the maximizing of available funding while systematically improving the City's overall Pavement Condition Index (PCI). Public Works developed the PMP using the 2016 Pavement Condition Index data (updated 2020) and best pavement management practices. The specific objectives included:

1. Perform street maintenance regularly to extend the service life of existing roads.
2. Use pavement preservation and rehabilitation strategies to improve more roads within limited funding projections.
3. Coordinate with sewer and water utility projects to maximize use of available funding sources.

The PMP contemplated four (4) 5-year cycles of paving, organized geographically throughout the City. On May 6, 2020, the City Council approved Resolution 7270 adopting the Cycle 1 5-year Pavement Management Plan (FY 2020-2021 to FY 2024-2025) requiring staff to annually update the plan and address the status of road pavement conditions within the City.

The City is currently in the final year of Cycle 1. Fiscal Year 2023/2024 focused budgetary and management efforts on completing street improvements associated with the Harvard Water and Sewer Replacement Project, assuring that this effort was completed in conjunction with established expectations. The FY 2024/2025 pavement management plan program of street work commenced in the Fall of 2024, and largely completed PMP efforts associated with Cycle 1 of the City's paving program, with the exception of portions of those streets associated with the Mill Street and Park/Orchard water main replacement projects.

With the approval of Measure R in 2024, staff is considering the implications of the additional funding for the City's streets, which include paving, drainage and sidewalk improvements.

Sidewalks

The City's 55 centerline miles of roadway include a variety of sidewalk conditions to accommodate pedestrian mobility. These sidewalk conditions vary in width, connectivity and accessibility, depending on their location within the City. Sidewalks are commonly constructed in conjunction with the associated roadway, and many sidewalks within the City are in excess of 100 years of age. In recent years the need to both maintain and improve sidewalks to address disabled accessibility has been mandated to public agencies, and the construction of disabled access ramps, together with site-specific sidewalk repairs, is programmed to occur in conjunction with the annual paving program. Recently the City completed a survey of streets, sidewalks and associated structures as part of a disabled access transition plan under Title II of the ADA, and identified more than 12,000 mobility issues citywide, including broken, missing or uplifted sidewalks, missing or non-compliant curb ramps, and other barriers to the disabled. The City has traditionally maintained a sidewalk repair program as part of its capital improvement program, and observed or reported sidewalk and curb ramp issues are integrated into the annual PMP. Sidewalks and related pedestrian mobility are both a maintenance and safety consideration, and the on-going process of identifying and addressing areas of damaged, uplifted and missing sections of sidewalk poses a challenge for Public Works staff and higher risk exposure for the City. Public Works has been increasing the scope of sidewalk and curb ramp improvements over the past few years as part of their PMP to address deficiencies that are contiguous to the PMP areas of improvement.

Street and Storm Drainage

Streets provide for conveyance of storm drainage from contributory portions of adjacent property, as well as adjacent streets. The drainage capacity of streets is defined by the geometry of each individual street section, including curb height, street width and slope. As the street capacity is reached, catch basins with associated storm drainage pipes are installed. Due to the age and topography of the City, limited storm drainage facilities exist, and most of these systems are in excess of 50 years of age. Much of these existing storm drainage systems consist of corrugated metal pipe (CMP) that has exceeded its useful life. Many of the roadway failures (sinkholes) observed in the City are a result of CMP storm drains that have collapsed under the pressure of storm water flow related to the recent winter storms. When storm drains collapse, the only viable repair methodology is excavation and replacement of the entire section of pipe, which is both disruptive to the travelling public and costly to the City.

Traffic Signals: The City's traffic signals and their controllers regulate vehicle and pedestrian movements at some of the City's busier intersections. With the exception of the new signal at Hallock/Telegraph (a developer improvement), all of the City's traffic signals and controllers exceed 50 years of age. The age of traffic signal control systems limits the ability to upgrade to new technology, including bike detection, accessible pedestrian signals, and video detection. Additionally, traffic signal poles, mast arms and signal heads experience damage from vehicles, as well as progressive fatigue due to wind conditions over many years. Upgrades to existing traffic signals become necessary to maintain operation, improve function, and meet current code standards.

Street Lighting: Street lighting by roadway fixtures (electroliers) provides illumination of roadway and sidewalk areas that is essential for vehicle and pedestrian visibility. Generally street lights are owned and maintained by Southern California Edison (SCE), however portions of these street lighting systems are owned and maintained by the City. Those owned by the City are some of the earliest street lighting systems, which were installed in excess of 100 years ago. These systems are challenging to maintain in service, as components of these street lights are no longer manufactured and parts are difficult to procure. Additionally, these systems operate at hazardous voltages, supplied by conduit and wiring systems that do not meet current electrical codes, and working on these systems poses risks to both City staff and contractors. Portions of these systems are currently non-functional, and the lack of illumination of these street sections poses hazards to pedestrians and vehicles alike.

Crosswalks and Crosswalk Safety: The Crosswalk Safety Improvement Program (CSIP) is an on-going capital improvement program to maintain or replace crosswalk warning lights, striping and curb ramps in accordance with disabled access regulations, inclusive of pedestrian safety and conspicuity treatments that may include curb extensions, raised crosswalks and warning signage. The existing in-ground warning light systems on Main Street and SR 150 are obsolete and non-functioning. Staff has developed designs for improved crosswalk safety at these locations utilizing Rectangular Rapid Flashing Beacons (RRFBs), curb extensions and other improvements to elevate pedestrian visibility to drivers and improve related driver compliance. The four locations on Main Street (Lucada, Cameron, Dean and S. 4th) were substantially completed in February of 2025. The three locations on SR 150 (Ventura, Virginia Terrace, Oakdale) are expected to be released for bid in April of 2025, with construction occurring in the summer to coincide with Caltrans SR 150 Rehabilitation Project, which is expected to commence in April of 2025 and conclude in October.

ANALYSIS:

Public Works has responsibility for maintaining the City network of street and related improvements which include pavement, drainage, sidewalks, storm drains, lighting, traffic signals and related improvements. The development of the City's Pavement Management Plan (PMP) required staff to address not only paving improvement City-wide, but also assume a more complete approach to the City's right of way and associated features such as pedestrian safety, mobility, disabled access and drainage. While some CIP features like pavement maintenance, crosswalk improvements, and sidewalk repair have specific budget categories with funding sources, others like storm drains, traffic signals and street lights do not. Recent events have identified deficiencies in storm drain infrastructure which have resulted in sudden sinkhole failures which occur with little notice and pose a hazard to pedestrians and the traveling public. Addressing these conditions has been reactive, difficult to address financially, without a dedicated source of funds, and costly to the City.

The passage of Measure R in 2024 for Santa Paula voters provides an opportunity to re-address street and drainage improvements from a more comprehensive and programmatic perspective, as well as to potentially accelerate the delivery of the City's existing PMP. The accelerating of City-wide paving and reduction of required future paving cycles allows the City to achieve a PCI of 70 (or better) in a shorter 5-year duration, in accordance with the sections which follow.

Streets and Pavement Management

The City is in the final year of the first 5-year cycle (Cycle 1) of a larger 4-cycle, 20 year pavement management program (PMP). The Public Works Department has made significant progress in resurfacing deteriorating streets around the City in these first years, and anticipates accomplishing further improvements in the coming years. Public Works staff have simplified the traditional design, bid, build process for street rehabilitation that was typical for paving projects prior to 2019, instead utilizing prescriptive approaches to maintenance specifications for streets in conjunction with on-call contractors. This prescriptive approach eliminates the time and consultant costs associated with traditional PS&E development, allowing for a high percentage (99 percent) of funds allocated to paving maintenance and rehabilitation to be directed to actual construction of improved roads, sidewalks and drainage. These efficiencies, coupled with occasional Measure T surpluses, have allowed staff to maximize the amount of projected paving in each fiscal year, often exceeding the original planned paving scope with streets completed.

Together with roadway resurfacing projects come requirements to address pedestrian mobility and disabled access within the City's public right of way. Under Title II of the Americans with Disabilities Act (ADA), the City is responsible for providing accessible facilities within their right of way, as well as within City owned buildings and facilities accessible to the public. As there are many portions of the City constructed prior to the passage of the ADA in 1991, a transition plan is required to address existing barriers to mobility and access, which can be implemented over a period of time. Additionally, federal law requires that alterations to roadways, including resurfacing, requires non-compliant curb ramps to be upgraded in conjunction with annual paving projects. The City completed a survey of existing streets and sidewalks in 2023, and these findings will be addressed together with annual paving projects in the years to come. A formal Sidewalk Master Plan, addressed in subsequent sections, will address scoping, cost and priorities of public right of way improvements as part of the City's transition plan.

The goals of pavement management include repairing and rehabilitating streets to improve the pavement condition index (PCI) of City roadway segments, as well as applying preservative treatments to extend the longevity of improved roadways. The goal for roadway segments throughout the City is a PCI of 70 and above, with emphasis for rehabilitation on roadways with a PCI of less than 55, which includes poor and very poor PCI classifications. Currently, 49% of City streets, or 26.9 centerline miles, are in this target zone for rehabilitation, while 11% of streets, or 5.8 centerline miles, are in fair condition. The following Table illustrates the cost to rehabilitate remaining roadway segments according to PCI, as well as costs to maintain with preservative treatments recently paved roads. Costs to complete are based on conservative values for street repairs due to the variability in condition of poor and very poor streets and adjusted for inflation over a period of 10 years. The tabulated costs include allowances for addressing missing or non-compliant curb ramps, damaged or missing sidewalks, as well as the replacement of damaged curbs and gutters in affected street segments.

Table A: Cost to Complete – Citywide Pavement PCI Upgrade (Poor/Very Poor Streets)

Street PCI/Description	Centerline Miles	Cost
Very Poor (PCI<25)	11.7	\$6,545,440
Poor (PCI 25-55)	15.0	\$8,940,158
	Total =	\$15,485,598

Table B: Cost to Maintain/Preserve – Citywide Pavement PCI > 55

Street PCI/Description	Centerline Miles	Cost
Fair (PCI 55-70)*	4.2	\$590,500
Satisfactory/Good (PCI>70)**	25.0	\$2,926,175
	Total =	\$3,516,675

*Assume thin-lift overlay to rehabilitate Fair roads over 5-year period.

**Assume rejuvenator seal for Satisfactory/Good roads.

With the above summary in mind and assuming a consistent paving fund allocation of approximately \$3.8 million per year, the PMP and associated City streets are anticipated to attain a citywide PCI of 70 or above within the next 5 years.

Streets and Storm Drains

Additional considerations for the City's streets are maintenance and repair of drainage systems, which should be evaluated prior to paving overlying street sections. Recent extreme weather events and related runoff have exacerbated existing issues in storm drain systems, many of which have exceeded their useful life. Many of the City's storm drain systems are constructed with corrugated metal pipe, which is subject to corrosion and related structural deterioration over time. Failures of underground storm drains have been observed at multiple locations around the City. Storm drain failures often manifest with sudden subsidence of roadways, posing hazards to pedestrians and drivers, and requiring costly repair efforts. Storm drains which are deteriorated but have not yet failed may be rehabilitated to maintain function

and extend their useful lives, but the identification of these facilities with associated prioritization for rehabilitation needs to be completed as part of a formalized process of investigation and analysis. Such investigation and associated prioritization will allow for necessary repairs and replacement programming in advance of planned street paving to limit the potential for sinkholes and related damage to rehabilitated streets.

Staff recommends the establishment of a CIP for Citywide Storm Drain Infrastructure Improvements with a consistent funding source of \$500,000 per year to address the need to comprehensively investigate, prioritize and either rehabilitate or replace storm drain systems throughout the City.

Consistent with prior philosophy and practice, anticipated City water and sewer projects will be completed where possible in advance of planned street paving. Similarly, anticipated utility infrastructure projects by SCE, the Gas Company and telecommunications companies will be coordinated for completion with planned PMP efforts. As the City develops plans and locations for future PMP Cycles, franchise utilities will be provided these plans to allow them to internally coordinate their own capital repair and replacement programs for underground facilities.

Sidewalks

The recently completed mobility and disabled access survey, conducted in conjunction with the City's disabled access transition planning study, identifies deficiencies in sidewalks and associated curb ramps Citywide. These deficiency findings will need to be prioritized and organized to address the recommendations in a structured format that can be implemented on a yearly basis as part of the annual Sidewalk Repair Program. The formalization of these findings will constitute a Sidewalk Master Plan, which will also serve as the public right of way transition plan that addresses accessibility in the City's street system consistent with the ADA and related accessibility standards. Typical deficiencies are uplifted, broken or missing sidewalks, low-hanging branches, utility and sign posts that obstruct disabled paths of travel, missing or steeply sloped curb ramps, and other barriers to mobility in public right of way. The significant level of deficiencies identified, together with the ongoing need to upgrade curb ramps in conjunction with annual paving efforts will elevate the required budgetary commitments.

Staff recommends that the existing Sidewalk Repair program be supplemented with an initial allocation of \$50,000 in FY 25/26, followed by an allocation of \$100,000 per year in funding to support sidewalk repairs in conjunction with the City's transition plan efforts.

Traffic Signals

The City owns and maintains 13 signalized intersections throughout the City. With the exception of the Hallock/Telegraph location, these intersection signals are significantly aged, with obsolete controllers and related detection equipment that requires upgrade or replacement. As the average cost of a full traffic signal pole, mast arm and control assembly replacement is approximately \$700,000-\$950,000 for design and construction for each intersection, a separate capital improvement program for traffic signal replacement is recommended to accomplish this process in future years. Grant funding is available for these types of traffic control and safety upgrades, staff recommends pursuing these larger efforts once the studies associated with the City's Safe Streets For All (SS4A) project are complete.

In the next 5 years, staff recommends that the City's existing traffic signals be functionally maintained as cost efficiently as possible, implementing a range of operational upgrades that will extend the functional life expectancy of these installations pending more comprehensive funding and related programming of replacement for each signalized intersection.

Staff recommends the establishment of a CIP for Citywide Traffic Signal Upgrades with a consistent funding of \$50,000 per year to address the progressive nature of these improvements.

Street Lighting

The City owns 45 ornamental street lights located along portions of Santa Paula Street, Palm Court, McKeveett and 8th Street. The electrical supply for these street lights operates at a hazardous voltage (over 2000V), and conduits with conductors are located within or behind existing concrete curbs, at shallow depths and are regularly encountered in the course of routine maintenance work. In excess of 100 years of age the lighting system is obsolete and does not comply with any current codes.

Portions of street light system along 8th Street are currently non-functional between Harvard and Main as well as the street light systems on Santa Paula Street, Palm Court and McKeveett. The existing power distribution system requires complete replacement, including trenching of new underground electrical conduit and conductors, pull boxes, electrolier replacement, and a new electrical service. While past lighting system repairs have been completed by the City's maintenance electricians, the necessary parts are no longer available, and the system components and voltage are hazardous to maintenance personnel. Temporary solar powered lights have been installed on the non-functional lights on Santa Paula Street, Palm Court, McKeveett, and 8th, however some of these locations will ultimately require permanent replacement due to shading issues related to adjacent trees and foliage. Permanent solar lighting is being considered for the replacement of the 8th Street system, as well as conventional systems. Where viable, solar powered lighting costs approximately 5-10% of conventional lighting, due to savings in trenching, conduit, conductors, electrical control and SCE metering, and pavement repair. There is currently no funding specifically identified for this type of activity.

Staff recommend the establishment of a CIP for City Street Light Replacement with an initial allocation of \$50,000 in FY 25/26, to address the first phase of the street light replacement on 8th Street between Harvard and Main with permanent solar powered lights.

Streets Equipment Purchase

The City is responsible for regular maintenance of its roadways and associated components, including streets paving, signage, striping, sidewalks, storm drains, water-quality filters and other features. Larger street maintenance and CIP efforts are contracted out based on scale, complexity or time-table for the work, while smaller efforts are handled by the City's Streets staff with their equipment. The growth in City responsibilities for street and storm drain maintenance throughout the year due to maintenance of completed street improvements, community expectations and regulatory requirements has increased the demands on the City's Streets staff and their equipment. In most cases, the utilization of on-call contractors for smaller scale street repair efforts is either not cost effective, or not an option depending on

contractor availability. Maintaining the capacity of Streets staff to complete necessary work orders, address current and expanded maintenance demands requires the purchase of equipment. Anticipated capital purchases include crack sealers, striping machines, street patch and pothole repair equipment, cement mixer, jackhammer, storm drain service trucks, cranes, and equipment trailer.

Staff recommends the purchase of Streets Equipment totaling \$750,000 over a 5 year period.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following goals:

Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative and cost-efficient.

FISCAL IMPACTS:

A 5-year projection of these estimated costs, by activity, is summarized below. These projections would be inclusive of funding from Measure T, SB1, Gas Tax, and potentially Measure R.

Table 1: Funding Summary for Streets Accelerated Improvements

Project	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
PMP	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
Sidewalks	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000
Storm Drains	\$300,000	\$300,000	\$400,000	\$500,000	\$500,000
Traffic Signals	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Street Lighting	\$50,000	-	-	-	-
Streets Equipment	\$250,000	\$250,000	\$150,000	\$50,000	\$50,000
Total:	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000

OPTIONS:

The Council has the following available alternative options to staff's recommendations:

1. Provide alternative guidance to staff to inform recommendations and prioritization of projects and associated funding for anticipated Measure R revenues.
2. Receive staff recommendations as informational in nature to inform further Measure R revenue discussion.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: 2023-2025 CITY COUNCIL STRATEGIC PLAN PROGRESS REPORT

Date: March 19, 2025

Agenda Item: 12.C

RECOMMENDATION:

Staff recommends City Council:

1. Receive a presentation and file a progress report on the Council's Strategic Plan; and
2. Direct staff to take additional or related action that may be desirable.

Presented by: Jonathan Royas, Deputy City Manager

BACKGROUND:

On June 21, 2023, City Council adopted an updated 2-Year Strategic Plan after a thorough and extensive process which included feedback and input from City Council, executive staff and the public via several public workshops. The purpose of this endeavor was to identify community challenges and develop a timeline to solve these opportunities as defined by the Council and City staff.

The 2023-2025 Strategic Plan (the "Plan") contains the following seven categories with goals:

A. Arts, Culture, and Entertainment

Goal: Become a regional leader of the arts, culture, and entertainment that accurately represents our history and core values.

B. Economic Development

Goal: Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

C. Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative, and cost-efficient.

D. Connected and Healthy Community

Goal: Educate and engage residents and businesses about programs, initiatives and foster regional partnerships that create a safe and healthy community to live, work and thrive.

E. Public Safety & Emergency Preparedness

Goal: Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating.

F. Community Vitality

Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

G. Operational Excellence

Goal: Provide excellent service to the community in a cost-effective manner with an engaged workforce with a focus on continuous improvement and outstanding customer service.

Within these seven categories are 52 objectives, some of which overlap between different strategic plan categories.

ANALYSIS:

The 2023-2025 City Council Strategic Plan Progress Report (Exhibit A - Strategic Plan Progress Report) identifies progress made in the past year and a half towards the seven overarching categories and the 52 objectives contained within.

Milestone Metrics

Each objective within the Plan contains defined metrics which are used to gauge staffs efforts towards completion of the objectives. As notated in Exhibit A, the "Milestone" column assists Council and the public in tracking the progress of each objective. A key is provided below and also displayed on the top of Exhibit A.

0 - No progress

1 - Discussed but no action taken (staff not actively working on)

2 - Planned/Scheduled - Quarter or Year of Expected Completion

3 - On Track - Quarter or Year of Expected Completion

4 - Near Completion - Quarter or Year of Expected Completion

5 - Completed

Despite unprecedented events last year, staffing changes and new initiatives which have required additional staff time this year, staff considers 21 objectives completed and made progress on 28 objectives, with notable success in the following areas:

Completed Strategic Plan Objectives

- B. Economic Development
 - Objective #1 - Revenue Opportunities - Actively pursue revenue opportunities to increase the City's revenue base.
 - Complete - On June 28, 2024, Council unanimously moved forward with placing a 1 cent sales tax measure on the November 2024 Ballot. If passed by the residents, a significant portion of the revenue will be utilized for improving and maintaining City streets.
 - Objective #2 - Business Communications - Business Communications - Create a positive business environment by increasing communications and partnerships with new and existing businesses.
 - Complete and ongoing - 1. 2024 - four Business Roundtables with 2 remaining; 2. 30+ per event; 4. Workshops with WEV, EDC, & SCORE and an ADA workshop. 5. Fellow has explored two Digital Email Marketing & Automation Software's, Mail Chip and Constant Contact. Additionally explored 5 other software's. CRM software actively in use. Started a new program, Business Connect, which is focused on engaging our current business owners and meeting in person with them to access opportunities for growth, expansion and policy improvements.
- C. Infrastructure, Transportation & Mobility
 - Objective #5 - P&R Funding - Explore revenue options for parks, greenways and public spaces including funding for park and recreation facilities and programs. (General Plan PSU 6.7)
 - Complete for the time being - In 2023, staff conducted a study session with Council on exploring revenue options which included Landscape and Lighting Districts and Park Maintenance Districts amongst other options. Based on feedback from Council, staff moved forward in exploring higher priority revenue options.
- D. Connected & Healthy Community
 - Objective #1 - Community Education - Provide community education about City projects, processes, & permits.
 - Complete & Ongoing; Staff will continue to work with the Chamber of Commerce to produce the "Did You Know" community education video series. Additionally, staff will continue to engage residents through various community programs and events (Future Leaders Academy, Business Roundtables, PBID, ADA Workshop, CERT, etc.) and forums to provide education about projects and processes. Upcoming community engagement

events include youth facility workshops, Senior Master Plan workshops, Bike Trail Extension workshops, Fagan Barranca Park workshops.

- Objective #2 - CRM Database - Explore options for CRM database to enhance communications with residents.
 - Complete & Ongoing. #1 - Research options were concluded. #2 - Council approved an ARPA budget allocation to purchase Constant Contact CRM software and the system is now in use with several distribution lists established. Official rollout will occur during website refresh launch.
- Objective #5 - Citywide Communications - Analyze the effectiveness of the City's current communication efforts and provide suggestions for improvements.
 - Complete & Ongoing - #1 - Established an ad hoc communications committee which has provided input from residents on how to improve communications practices. Feedback included use of a CRM system which has been established. #2 and #3 - Staff continues to work with consultant to obtain monthly and quarterly feedback on communications related issues. #4 - Technology applications have been explored but budget and staff resource allocation need to be accessed prior to moving forward.
- E. Public Safety & Emergency Preparedness
 - Objective #6 - SPPD Wellness - Expand wellness options for employees such as peer support counseling services, and mindfulness and resiliency training.
 - A 3-person peer support team was established in 2023 and has been deployed on a few occasions. Peer Support Team has attended several trainings in peer support, mindfulness, and resiliency. Therapy Dogs have visited the PD on two occasions and a monthly wellness newsletter for all PD employees is provided. The City is also utilizing a public safety wellness grant of \$25,000 which is being used for enhanced training and counseling support.
 - Objective #8 - Emergency Communications - Explore technology and increase subscribership with emergency communications to enhance disaster-preparedness efforts.
 - Complete & Ongoing - 1. Staff continues to see increases in VC Alert. 2. Research concluded that the VCAAlert system is the most effective means of communicating with residents during an event. In addition, all social media platforms are utilized to communicate incidents and increase subscribership to city/government trusted technology platforms.
- F. Community Vitality
 - Objective #1 - Volunteerism - Expand, support and connect volunteers, or those with specialized skills, with local opportunities to make a difference in Santa Paula.
 - Complete & Ongoing - Staff has continued to host SP Beautiful Days with one in April 2024 and an upcoming one on October 12th, 2024. Hosted 2 volunteer appreciation events: (Dec 2023) Senior Center Volunteers as they do majority of year-round volunteer work and a volunteer appreciation dinner in May 2024 of all volunteers in the city, including sports, senior center and

more. Software is up and running with over 200 volunteers in the system. Staff continually works to recruit new volunteers and is working on tracking volunteer hours.

- Objective #2 - Internships - Expand and enhance a Citywide Internship and Apprentice Program.
 - Complete & Ongoing - First YARA cohort is complete; Graduation was Sept 21, 2024; 2nd cohort began in Feb 2025. Additionally, staff is working with Goodwill Industries and the County's Workforce Investment Board to expand internship opportunities. The City continues to work with the High school and has seen remarkable success with the Americorp Fellows program.
- Objective #6 - Wi-Fi - Improve Wi-Fi signal at the Community Center & Cultural Arts Building.
 - Complete. Tests and feedback were conducted in 2023 and 2024 in both the Community Center and Cultural Arts Building after enhancements and upgrades were made and there have been no reported issues with the Wi-Fi.
- G. Operational Excellence
 - Objective # 7 - Wellness Options - Expand Employee Wellness options.
 - Complete & Ongoing - Wellness options are in place, such as the new Wellness & Fitness Benefit, and employee health events and trainings through the Lunch & Learn series continue to expand employee wellness options. Staff will continue to work with Human Resources to identify additional options.
 - Objective #8 - Housing/Homeless Position - Explore opportunities to establish a Housing/Homeless Services position who will pursue partnerships and options to understand, address, and meet the needs of the unhoused, including behavioral support.
 - Complete & Ongoing - #2, #3 and #5 complete. #1 - Strategies to address the variety of homeless and housing needs are being explored in collaboration with Spirit of Santa Paula, Ventura County and several non-profit housing and service providers. #4 - Staff is seeking to utilize an expanded Affordable Housing Task force to serve as a Homeless and Housing task force. #5 Purchase of property for transitional housing complete.

In addition to these completed objectives, staff has made notable progress on the following items as identified in Exhibit A:

- A. Arts, Culture and Entertainment
 - Objective #1 - Public Arts/Murals - Support public art and the mural program and pursue methods to increase funding. (General Plan EDD 4.c)
 - Objective #2 - Cultural Arts/Tourism - Establish and support a Cultural Arts and a Tourism Council.
 - Objective #3 - QR Codes - Pursue the integration of technology with QR codes for historical buildings/murals.

- B. Economic Development
 - Objective #8 - Annexation Opportunities - Review of city boundaries for annexation opportunities.
- C. Infrastructure, Transportation & Mobility
 - Objective #7 - Bike Master Plan - Create a Class I and II Bike Trail Master Plan and work towards expansion of our existing trails.
- E. Public Safety
 - Objective #2 - Neighborhood Safety - Strengthen neighborhood safety engagement initiatives around emergency preparedness.
 - Objective #4 - SPPD Facility Upgrades - Pursue funding to complete all Police facility upgrades.
 - Objective #5 - SPPD Community Engagement - Develop methods and programs to connect our police with the community, local nonprofits and businesses.
 - Objective #7 - Emergency Response - Create an Emergency Preparedness, Response and Recovery Plan. (General Plan)
- F. Community Vitality
 - Objective #7 - Senior Master Plan - Develop a Senior Master Plan.
 - Objective #10 - Union Oil Building - Pursue programing and public use options for the Union Oil Building.
- G. Operational Excellence
 - Objective #4 - Personnel Policies and Procedures - Update the City Personnel Policies and Procedures to comply with statutes.
 - Objective #5 - Records & Retention Policy - Update records-keeping and retention policy.

Next Steps to Update Current Strategic Plan

Efforts are already underway to update Council's Strategic Plan for 2025-2027. To that end, staff is facilitating an inclusive and transparent community engagement process. Residents and business owners are encouraged to participate in several in-person workshops where they can provide direct input to City leadership. Spanish interpretation will be available at all sessions to ensure broad participation. Those unable to attend can submit feedback online through the City's Strategic Plan Engagement webpage located at www.spcity.org. Outreach efforts are ongoing through the City's social media channels, the *Santa Paula Times*, and Spectrum Channel 10.

Upcoming engagement opportunities include:

- March 20, 2025 – Harvard Blvd. Business Roundtable Meeting
Flight 126 Café, 824 E. Santa Maria St. | 9:00 AM – 10:30 AM

- March 27, 2025 – Regularly Scheduled Business Roundtable Meeting
Glen Tavern Inn, 134 N. Mill St. | 9:00 AM – 10:30 AM
- March 31, 2025 – 2025-2027 Council's Vision & Priorities Workshop #1
Flight 126 Café, 824 E. Santa Maria St. | 8:30 AM – 5:30 PM
- April 1, 2025 – 2025-2027 Council's Vision & Priorities Workshop #2
Community Center Auditorium, 530 W. Main St. | 5:30 PM – 9:00 PM
- April 2, 2025 (If Needed) – 2025-2027 Council's Vision & Priorities Workshop #3
City Council Chambers, 970 E Ventura St. | 6:30 PM

These workshops will help shape the City's priorities for the next two years.

STRATEGIC PLAN:

Progress in all items contained in this report will continue to advance City Council's objectives.

FISCAL IMPACTS:

There are no direct costs associated with Strategic categories or goals. Specific objectives contained within the plan may have direct fiscal impacts, which have either been incorporated into the FY 2023-25 budget, may require additional funding sources or will need to be approved by Council once a budget has been developed and a project is ready for Council's authorization.

PERSONNEL IMPACTS:

It is important to understand that the vast majority of time spent by City staff is dedicated to mandated, routine and/or responsive tasks. Especially in Santa Paula where staff ratios are extremely burdened and there is limited ability to pursue new initiatives, the capacity to complete the objectives contained in the Strategic Goals is often constrained.

OPTIONS:

The City Council has the following alternative options available:

1. Amend the plan and/or provide further direction to staff.
2. Rescind the plan.

ATTACHMENTS:

[Exhibit A - Strategic Plan Progress Report.pdf](#)

Strategic Plan 2023-2025

Milestone Metrics Key	0 - No Progress	3 - On Track - Date or Quarter
	1 - Discussed but no action taken (staff not actively working on)	4 - Near Completion - Date
	2 - Planned/Scheduled - Quarter & Year	5 - Completed

Cat ego	#	Dept. 1	Dept. 2	Dept. 3	Objective	Metrics	Milesto ne	Update as of March 2025
A. Arts, Culture and Entertainment								
A	1	CED	Admin	P&R	Public Arts/Murals - Support public art and the mural program and pursue methods to increase funding. (General Plan EDD 4.c)	1. Help facilitate production of at least one new mural per calendar year 2. Explore policies or programs which would provide a "percent for the arts". 3. Number of grant applications vs. the number of grants won for Arts, Culture, and Entertainment.	4 ~ 2025	1. Completed murals at Harding Park and Community Center; Naming and ribbon cutting being handled by SP Arte & Cultura Collective, 501c3. Fire memorial mural still in the works; 3. SP Arte & Cultura Collective won \$1500 grant for Bursting with Color Downtown Art Exhibit; not successful in Round 1 Arts in the Park Grant; will be working with VCCF for 2nd Arts in the Park opportunity.
A	2	CED	Admin		Cultural Arts/Tourism - Establish and support a Cultural Arts and a Tourism Council.	1. Establish an Arts Council. 2. Promotion of arts/history/culture. 3. Number of artists and projects per year. 4. Number of digital and print materials distributed. 5. Number of events. 6. Establish monthly calendar of events. 7. Support or obtain funding for each entity.	5	Complete - 1. Santa Paula Arte & Cultura Collective is an official 501c3 meeting monthly; 2. Group will work with City/Chamber on promotion of current arts/history and culture in the community; 4. Ads placed in Visit CA and Ventura Inspiration Guide magazines. 5. No special events held besides annual legacy events (Labor Day Parade, Holiday Parade, Cruise Nights); 6. City website calendar refresh includes many free community events.
A	3	CED	Admin		QR Codes - Pursue the integration of technology with QR codes for historical buildings/murals.	1. Number of plaques installed and number of QR codes created for existing points of interest. 2. Creation of a dedicated website for historical buildings/murals.	4 ~ 2025	2. Complete; website revealed to Council at last update.
A	4	CED			*Historic Resources - Adopt and implement standards and guidelines for new development, alterations to existing structures, and preservation of historic resources within historic districts. (GP ECR 4.c)	1. Update the municipal code to include standards for historic preservation.	3 ~ 2025	Mills Act will be included in the municipal code update. In addition, will work to identify properties that should be included in a historic registry.
B. Economic Development								
B	1	CED	Finance	Admin	Revenue Opportunities - Actively pursue revenue opportunities to increase the City's revenue base.	1. Bring a list of options to Council for review. 2. Move forward on any initiatives Council supports.	5	Complete - On Nov. 5, 2024, voters approved a 1 cent sales and use tax, Measure R.

B	2	CED	Admin		Business Communications - Create a positive business environment by increasing communications and partnerships with new and existing businesses.	1. Number of business roundtables per year. 2. Number of attendees on average per event. 3. Number of email blasts, newsletters, etc. 4. Development of targeted business education programs through EDC, WEV, and SCORE. 5. Explore CRM software system.	5	1. Complete and ongoing every other month; 2. 30+ per event; 3. Information sent through CC and City newsletter; 4. Workshops with WEV, EDC, & SCORE and an ADA workshop completed and shared on website calendar, social, newsletter, etc.; 5. CRM software actively in use with over 1600+ contacts including multiple business distribution lists (Roundtable, PBID, Harvard, etc.)
B	3	CED	PW	P&R	*Downtown Beautification - Develop guidelines which address architecture, landscaping, streets, and hardscape elements within the Downtown and historic districts. (GP ECR 4.c)	1. Develop a schedule for completion of suggested improvements, based on priority, and present periodic updates to the Property Business Improvement District (PBID) and City Council. 2. Schedule, milestones, projects (number of facades improved, number of wayfinding signs installed, etc.)	4 ~ 2025	1. Installation of new trash receptacles will be complete before the end of March; 2. Façade program outreach underway along with RFQ for contractors; Wayfinding effort underway.
B	4	CED	Admin		Marketing - Partner with the HVTB, PBID, Chamber of Commerce, and local transportation providers (rail and airport) to work collectively to advertise and market Santa Paula to increase tourism.	1. Explore utilizing data and software analytics along with business-related data to capture business-related analytics. 2. Measured by Transient Occupancy Tax (TOT) increase.	3 ~ 2025	1. Placer Ai analytics up and running for businesses and events in Santa Paula; data shows large events generate visitors but absent those, leakage exists for everyday purchases to retailers outside of Santa Paula.
B	5	CED	PW		Navigational Signage - Attract "pass-through" traffic by improving and implementing new wayfinding or "gateway" signage throughout the City and SR126 to promote business and tourist opportunities.	1. By Spring 2024 have a comprehensive wayfinding program defined with critical locations installed. 2. Expand process as much as budget allows.	3 ~ 2025	Staff continues to work with Hunt designs on finalizing signage designs and key locations (utilizing Placer.Ai technology) including downtown and city entry monuments. Main/Telegraph/Harvard roundabout CIP Project is still under design. This will be a primary City gateway feature.
B	6	CED			*Business Attraction - Prepare an economic base study to identify business sectors with greatest potential for expansion in Santa Paula and implement a business retention, marketing and recruitment program to attract those businesses. (GP pg.32 EDD1.b)	1. Contract out data analytics capture in 2023 to determine opportunities for retention and attraction based on data related to leakage and the city's employment base. 2. Explore rural retail opportunities for growth. 3. Identify retail deficits and conduct outreach to representatives of potential operators. 4. Assemble metrics to better demonstrate the city's marketability. 5. Utilize data analytics capture software for informed decision making.	3 ~ 2025	Staff is analyzing trip data to determine key zip codes in Ventura County that are critical impacts to retail and workforce leakage. A critical goal is to identify key industries outside city borders that employ Santa Paulan's to develop an attraction strategy.

B	7	CED			Retail Vacancy Standards - Explore options for addressing empty storefronts.	1. Develop strategies related to property owner outreach and education. 2. Potentially modify muni-code to require active uses on main floor CBD properties. 3. Number of reduced empty storefronts Year over Year.	3 ~ 2025	1. CBD database exists and is being utilized for outreach and education; 3. Discussions with Economic Development Standing Committee has resulted in more clarity on potential options for addressing downtown building vacancies including: citations, property owner collaborations, and policies to hold property owners accountable for long term vacancies and maintenance /code violations.
B	8	CED			Annexation Opportunities - Review of city boundaries for annexation opportunities.	1. Collaboration with property owners, county and LAFCo to identify viable sites and determine successful implementation strategies.	5	Annexation complete with the exception of outlying remnant properties whom have been contacted and staff is working with.
C. Infrastructure, Transportation & Mobility								
C	1	PW			Streets – Work to maximize funding going to streets	1. Staff will provide 5-Year Pavement Management Plan updates to Council on an annual basis. 2. Review of Pavement Condition Index (PCI) changes year-over-year.	3 ~ 2025	1. Work on Phase I of the PMP is largely complete. Phases II recommendations coming to Council on March 19 along with funding options related to Measure R passage.
C	2	P&R	PW	CED	City Facilities Master Plans - Pursue long term options and Master Plans for the Corporate Yard/Water and City Hall Campus improvements.	1. Hire a consultant to work on creating a Corporate Yard/Water and City Hall Campus Master Plan. 2. Have draft report / plan presented to an ad hoc committee or Council.	1	No change / no budget identified at this time. No additional update. Funding to be available from recent development agreement with LLCB.
C	3	PW	P&R		Green Initiatives - Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.	1. Complete lighting project (Phase 1). 2. Apply for grant funding opportunities. 3. Explore and present findings related to solar options to Council. 4. Explore and present findings related to EV options to Council.	2 ~ 2025	1. Complete lighting upgrade taking place in SPPD remodel; addt'l. locations anticipated however waiting on 3rd bid response. 4. Staff released an RFP for design/build/own/operate services for a 4-vehicle Level 2 EV charging site at the Veteran's Memorial Parking lot.
C	4	CED	PW		*Downtown Lighting/Safety - Improve and maintain lighting and safety measures in alleys and parking lots within the downtown keeping in mind historical aesthetics. (GP EDD 4.c.)	1. Number of lights identified, procured, and installed.	1	No updates or budget to move forward with this objective at this time.
C	5	P&R			*P&R Funding - Explore revenue options for parks, greenways and public spaces including funding for park and recreation facilities and programs. (GP PSU 6.7)	1. Hire a consultant to explore feasibility and process of creating a park district and explore potential revenue options.	5	Complete for the time being - In 2023, staff conducted a study session with Council on exploring revenue options which included Landscape and Lighting Districts and Park Maintenance Districts amongst other options. Based on feedback from Council, staff moved forward in exploring higher priority revenue options.
C	6	P&R	CED		Fire Memorial Building - Explore feasibility of future interior use for the historic Fire Memorial Building.	1. Obtain cost estimates for needed building improvements and costs of use alternatives.	1	No updates at this time.

C	7	PW	CED		Bike Master Plan - Create a Class I and II Bike Trail Master Plan and work towards expansion of our existing trails.	1. Progress on master plan (milestones). 2. Total number of miles of Class I/II bike lanes created.	3 ~ 2025	Additional funding has been secured.
D. Connected & Healthy Community								
D	1	CED	Admin		Community Education - Provide community education about City projects, processes, & permits.	1. By 3rd quarter, activate vacant space on Main Street to provide periodic town hall/remote city hall outreach for community engagement. 2. Measure the frequency and types of events hosted. 3. Number of "Did you know" campaigns created. 4. Number of in person events conducted on a particular topic.	5	Complete & Ongoing. Staff continues to work with the Chamber of Commerce to produce the "Did You Know" community education video series. Additionally, staff continues to engage residents through various community programs and events (Future Leaders Academy, Business Roundtables, PBID, ADA Workshop, CERT, etc.) and forums to provide education about projects and processes. Upcoming community engagement events include youth facility workshops, Senior Master Plan workshops, Bike Trail Extension workshops, Fagan Barranca Park workshops, business roundtables, Business Connect program.
D	2	Admin			CRM Database - Explore options for CRM database to enhance communications with residents.	1. Research options, software solutions and budget requirements to address communications needs with residents and business owners. 2. Present findings to Council.	5	Complete & Ongoing. Staff exploring resident "See, Click, Fix" CRM system to track and enhance communications with residents. Will request additional funding to "turn on" functionality during budgeting.
D	3	P&R			Youth Facilities - Explore expansion of youth facilities and resources.	1. Hire an architect to provide a building design and estimated associated construction costs. 2. Report findings back to Council.	3 ~ 2025	1. We are currently working with an architect. Conceptual designs have been completed. Held two meetings with youth center participants for review and input.
D	4	Admin			Smoking - Explore updating City's "No Smoking" Ordinance.	1. Research options and policies related to "No Smoking" ordinances. 2. Present findings to Council.	3 ~ 2025	BB&K has researched ordinance options and is working with the CM's Office on a Study Session for Council in 2025.
D	5	Admin			Citywide Communications - Analyze the effectiveness of the City's current communication efforts and provide suggestions for improvements.	1. Obtain feedback from residents on current communications practices. 2. Seek feedback from communications firm on areas for improvement. 3. Devise a plan for improvement. 4. Explore technology applications which track resident concerns.	5	Complete & Ongoing. 1. Used an ad hoc communications committee in 23-24 which provided input from residents on how to improve communications practices. Feedback included use of a CRM system, which has been established; 2. and 3. staff launched City Newsletter; 4. Technology applications have been explored; staff moving forward in tandem with objective D2.

D	6	Admin	CED		Climate Action Plan - Secure funding and develop a Climate Action Plan.	1. Work with grant writers to keep an eye out for potential grant opportunities to support. 2. Apply and obtain grant.	3 ~ 2025	Staff working with County CPRG Advisory Group closely on County CAP which once complete, can be utilized/adopted by Council for Santa Paula.
E. Public Safety & Emergency Preparedness								
E	1	PD			Cameras - Pursue funding opportunities to expand safety cameras to cover critical infrastructure & public spaces.	1. Number of cameras installed.	3 ~ 2025	Staff has identified specific areas that would benefit from cameras. Working with IT to confirm camera connectivity capability at desired locations.
E	2	PD			Neighborhood Safety - Strengthen neighborhood safety engagement initiatives around emergency preparedness.	1. Number of meetings conducted annually.	5	The Police Department conducted 4 meetings in various areas throughout the city, plus a Neighborhood Watch National Night Out event. The neighborhood meetings had approximately 30-40 attendees at each meeting. The National Night Out event had over an estimated 400 attendees.
E	3	PD			SPPD Strategic Plan - Work towards the execution and implementation of the Police Department Strategic Plan.	1. Publish plan to Police website. 2. Provide quarterly updates to Council on progress.	4 ~ 2025	Looking to work with Council during upcoming Strategic Planning workshop on possible inclusion of existing Plan into Council's strategic plan.
E	4	P&R			SPPD Facility Upgrades - Pursue funding to complete all Police facility upgrades.	1. Develop a phased plan that outlines cost and completion dates for the projects. 2. Report quarterly on the progression of the project.	4 ~ 2025	Phase 1 of Station Construction Project is underway and near completion (Public Lobby, Records Bureau and Patrol Briefing Room).
E	5	PD			SPPD Community Engagement - Develop methods and programs to connect our police with the community, local nonprofits and businesses.	1. Seek to host 1-2 Community Academy courses in English/Spanish. 2. Number of meetings conducted in the community. 3. Creation of a Police Chief's Advisory Board and number of meetings held. 4. Creation of a Community Academy and number of meetings held. 5. Number of meetings with held with Community Based Organizations (CBO's). 6. Number of events with Police Activity League (PAL).	5	Over the past year, the Police Department Executive Staff has focused on attendance at community based organization (CBO) meetings, area service club meetings, and public forums regarding parking and traffic enforcement. The Police Department has implemented the Police Activities League (PAL) to support youth athletic programs. This mentorship program involves all police employees attending practices and games supporting PAL teams and their parents. In addition, the PD Executive staff participate at Business RoundTable Meetings, community projects such as help sustain the Santa Paula Extreme Boxing youth club, Property Business Improvement District (PBID) Meetings, and open meetings with individual citizen concerns. We also provide a link for the community to become involved in police volunteer positions such as youth law enforcement explorer, reserve police officers, and citizens patrol.
E	6	PD			SPPD Wellness - Expand wellness options for employees such as peer support counseling services, and mindfulness and resiliency training.	1. Number of personnel who have completed training. 2. Establish a peer support team.	5	Complete; 1. Peer Support Team has attended several trainings in peer support, mindfulness, and resiliency. 2. Therapy Dogs have visited the PD on multiple occasions. 3. Monthly wellness newsletter for all PD employees published.

E	7	PD	Admin		*Emergency Response - Create an Emergency Preparedness, Response and Recovery Plan. (GP)	1. Update the Emergency Operations Plan Manual. 2. Have Emergency Services Coordinator conduct trainings with City staff. 3. Establish SOP for each City department. 4. Perform a table top exercise bi-annually.	4 ~ 2025	#1 - EOP will be updated in 2025 with feedback from Department Heads and added information regarding Access and Functional Needs. #2. City staff have received Stop the Bleed training, initial Shelter training, and were required to complete ICS courses 100, 200, 700, and 800. Police Officers received Tactical Casualty Care Training. In the upcoming months city staff will receive Shelter training where they will practice setting up and operating a shelter, and CPR/AED training. #3 SOP External Communication approved and shared. 2 additional EOPs in approval process. #4. Employees are still being trained on ICS functions. Upon city staff completing training, we will work on setting up table top exercises.
E	8	PD	Admin		Emergency Communications - Explore technology and increase subscribership with emergency communications to enhance disaster-preparedness efforts.	1. Measure increase in subscribership biannually. 2. Explore various technologies and associated costs to maximize subscribership.	5	Complete & Ongoing - 2. Research concluded that the VCAAlert system (notifications via phone) is the most effective means of communicating with residents during an event. In addition, all social media platforms and the website are utilized to communicate updates to residents as were utilized during the Mountain/Hughes Fires.
F. Community Vitality								
F	1	P&R			Volunteerism - Expand, support and connect volunteers, or those with specialized skills, with local opportunities to make a difference in Santa Paula.	1. Number of volunteer projects annually. 2. Annual increase in the total number of hours logged by volunteers. 3. Host an annual volunteer appreciation event. 4. Attract retirees and professional talent. 5. Use a database to track volunteers, possibly CRM.	5	Complete & Ongoing - 1. Just hired two new Recreation Coordinators that will oversee volunteer program. Staff continues to host SP Beautiful Days; 2. and 5. Software in place for volunteer management and tracks # of volunteers and hours; 3. Annual volunteer appreciation event occurs annually.
F	2	P&R	Admin		Internships - Expand and enhance a Citywide Internship and Apprentice Program.	1. Research and present to Council for feedback programs, policies and a budget for a citywide internship program and an apprentice program. 2. Partner with other agencies such as Santa Paula Unified School District (SPUSD) and local community colleges.	5	Complete & Ongoing - First YARA cohort complete; 2nd cohort began in Feb 2025; Staff continues works with SPUSD on high school/city internship program; City Corps program continues to expand and City will be entering 5th year working with AmeriCorps Lead for America fellowship program.
F	3	P&R			Fagan Barranca Park Master Plan - Pursue funding and create a Master Restoration Plan.	1. Hire consultant (biologist / landscape architect) to work with staff and community to create a master plan. 2. Present draft master plan to City Council.	4 ~ 2025	Conceptual design is complete. 90% of community workshops have been completed.
F	4	CED			Code Enforcement - Develop administrative hearing ordinance & public code education programs.	1. By Fall 2023, promote educational materials and compliance requirements through print, digital media. 2. Present the process for initiating a local code hearing officer to Council. 3. Number of educational events held. 4. Percent of tickets/fines adjudicated. 5. Percent of ticket/fines Year over Year.	3 ~ 2025	Code enforcement, building and planning staff are working to identify strategies and key areas of focus for comprehensive city-wide code enforcement. With the onboarding of a new building inspector there will be more capacity to address critical code issues.

F	5	Financ e	PW	Admin	Water/Sewer Bill Assistance - Explore resources for connecting low-to-moderate or fixed income residents with programs to assist with water/sewer bills.	1. Research any previous programs and explore possible new assistance programs. 2. Present options to Council for consideration.	4 ~ 2025	#1 - Research on previous programs and current programs is almost complete and a staff report has been drafted. #2 - Anticipated presentation to Council in April 2025.
F	6	Admin			Wi-Fi - Improve Wi-Fi signal at the Community Center & Cultural Arts Building.	1. Complete tests of Wi-Fi speeds and obtain employee/guest feedback on Wi-Fi. 2. Present findings to IT Manager for analysis and upgrades. 3. Implement upgrades based on available budget. 4. Measure Increased connectivity and Wi-Fi speeds and employee/guest satisfaction for users in both buildings.	5	Complete. Tests and feedback were conducted in 2023 and 2024 in both the Community Center and Cultural Arts Building after enhancements and upgrades were made and there have been no reported issues with the Wi-Fi.
F	7	P&R			Senior Master Plan - Develop a Senior Master Plan.	1. Work with Senior Advisory Committee and Santa Paula Together to Create a local Senior Master Plan. 2. Hold community outreach events. 3. Present draft Master Plan to Council.	5	1. Process in final stages; 2. Several community workshops have been completed in English/Spanish. Community survey underway. Once survey is complete, consultant will draft plan and present to Council in May/June 2025.
F	8	P&R			SPUSD Partnerships - Work with Santa Paula Unified School District to create a joint use agreement for school and city facilities.	1. Meet with district to resume the process. 2. Provide updates to the District and Council via 2x2 Committee. 3. Bring draft MOU to Council.	3 ~ 2025	No new updates. Waiting to hear back from school district point of contact to move forward.
F	9	P&R			Recreational Facilities - Explore options for community recreational facilities (i.e. dog park, pickle ball court).	1. Research viability, associated costs and possible locations for potential activities. 2. Present findings to Council.	3 ~ 2025	#1 - Staff has identified potential locations for pickle ball courts and dog park.
F	10	P&R			Union Oil Building - Pursue programing and public use options for the Union Oil Building.	1. Hold community outreach meetings. 2. Present findings to Council. 3. Create a Request for Proposals (RFP). 4. Present results of RFP to Council.	5	Near completion. Licensing and MOU agreements coming to Council for approval in April 2025.
F	11	CED			Historic Resources - Update standards for preservation of historic resources.	1. Update the municipal code to include standards for historic preservation.	3 ~ 2025	Include updates SPMC 816 (Historic preservation) as a part of the muni code update.
G. Operational Excellence								
G	1	CED			Permitting - Streamline the application and permitting processes for businesses.	1. Implementation of software system to reduce cycle time for application and permitting processes.	3 ~ 2025	Staff is working to incorporate on-line permitting, and project tracking with the ability to expedite permitting and plan review.
G	2	CED			Municipal Code - Review the City's municipal code to reduce irrelevant codes and update development codes.	1. Number and/or percentage of codes reduced.	3 ~ 2025	Comprehensive code update process is currently underway. Staff is coordinating with BB&K to implement the first steps of updates to the development code.

G	3	Admin			Employee Enrichment - Develop programs around employee retention, engagement, and succession planning.	1. Increase employee training and learning opportunities by at least 50%. 2. Establish a succession plan and related policies. 3. Percent of internal promotions. 4. Percent decrease in turnover YoY.	4 ~ 2025	#1 - Various trainings and learnings continue including ICS and StrengthFinders; #2 - Staff is researching succession planning policies and preparing for a citywide employee engagement survey, however funding will be required; #3 - There have been several internal promotions throughout 2023-2025.
G	4	Admin			Personnel Policies and Procedures - Update the City Personnel Policies and Procedures to comply with statutes.	1. Update the policy. 2. Deliver a new policy to Council by Summer 2023.	5	Completed on September 4, 2024.
G	5	Admin			Records & Retention Policy - Update records-keeping and retention policy.	1. Update the policy. 2. Measure how many paper/electronic files are eligible for destruction on a quarterly/yearly basis. 3. Measure time it takes to locate files pre/post policy.	5	1. Complete. Policy was updated on October 2, 2024. City Clerk will create a record destruction request form for staff to complete.
G	6	Admin			Staffing - Develop a staffing augmentation plan.	1. Research options and best practices to provide redundancy and succession planning within a smaller City. 2. Present findings to Council.	3 ~ 2025	1. CM's office have begun initial conversations but additional research and efforts are required before presenting findings to Council.
G	7	Admin			Wellness Options - Expand Employee Wellness options.	1. Research options and best practices to increase wellness programs for employees. 2. Present findings to Council. 3. Implement Council supported directives.	5	Complete & Ongoing as of last Council update - Wellness options in place such as the new Wellness & Fitness Benefit.
G	8	Admin	CED	PD	Housing/Homeless Position - Explore opportunities to establish a Housing/Homeless Services position who will pursue partnerships and options to understand, address, and meet the needs of the unhoused including behavioral support.	1. Develop a strategy and position around housing/homeless with Council. 2. Research, budget, and create a position to address position/strategy. 3. Recruit for position. 4. Explore opportunities to establish a Housing/Homeless task force, local services position and comprehensive strategy. 5. Establish permanent facility for transitional housing. 6. Measure results through annual point in time count.	5	Complete & Ongoing - #2, #3 and #5 complete. #1 - Strategies to address the variety of homeless and housing needs are being explored in collaboration with Spirit of Santa Paula, Ventura County and several non-profit housing and service providers. #4 - Staff is seeking to utilize an expanded Affordable Housing Task force to serve as a Homeless and Housing task force. #5 Purchase of property for transitional housing complete. #6 Recent results in 2025 indicate we have had a significant decrease in the # of homeless in Santa Paula.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: March 19, 2025

Agenda Item: 13.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

[04.02.2025 Future Agenda Items.docx](#)



Santa Paula City Council Tentative Agenda Schedule

	Special Meeting April 2, 5:00pm	
PD	Study Session – Animal Control and Shelter Services	
	Regular Meeting April 2, 6:30pm	
PW	FEMA Flood Presentation	
CDD	Housing Trust Fund of VC	
Admin	Bike Trail Expansion Project	
P&R	Facility Generator Closeout	
P&R	California Oil Museum MOU for Building Contents	
PD	Military Equipment Annual Report – Renew Reso	
P&R	Union Oil Building Future Users	
Admin	Water Bill Subsidy Options*	
	Regular Meeting April 16, 6:30pm	
PW	Public Works Department Report	
P&R	Approve Teague Park Restroom	
PW	Infrastructure Funding Options	
PD	Public Safety Committee Discussion*	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	TBD
Finance	Development Impact Fees (DIF)*	1 st Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	Feb / March
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8 th Street Streetlight Repair Project	
CDD	Central Business District Live Entertainment Ord 1339	
CDD	Cultural Arts Presentation*	
Legal	Fire MOU Amendment	
Legal	Development Code Amendments*	
CDD	Downtown Vacancies Options*	
CDD	Downtown Parking Inventory and Options*	
Finance	3Q Budget Report	

*Activities associated with the Council's Strategic Plan

Updated 3/13/25